AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 11, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Christopher Williams, Yorktown Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   October 4, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Elaine Henderson for a waiver of the Noise Ordinance at Cathedral Square on March 25, 2023, from 10:00 a.m. - 2:00 p.m. (District 2).

   Request of Mariah Moore for a waiver of the Noise Ordinance at Medal of Honor Park on October 15, 2022, from 3:00 p.m. - 6:00 p.m. (District 6).

   Request of John Shell for a waiver of the Noise Ordinance at 3725 Calderwood Drive on October 29, 2022, from 6:00 p.m. - 10:00 p.m. (District 7).
10. **PUBLIC HEARINGS**

    Public hearing to consider approval of a Certificate of Public Convenience and Necessity to David Mathews, d/b/a Gulf Coast Pedal Tours, LLC, to operate a pedal trolley service.

    Public hearing to declare the structure at 2657 Hayles Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 9 1/2 N. Cedar Street a public nuisance and order it demolished (District 2)

Public hearing to declare the structure at 1212 Seneca Street a public nuisance and order it demolished foundation (District 3)

Public hearing to declare the structure at 111 S. Cody Road a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - Budget amendments to improve public safety and recommendations to amend Chapter 38 of the Mobile Municipal Code.

Rev. Cleveland McFarland - Comments about annexation.

12. ORDINANCES HELD OVER

01-043 Ordinance to define the City of Mobile "Central Business District" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

64-046 Rezone property located at 712, 716 and 718 Dauphin Island Parkway, from R-3 and B-3 to R-3 (sponsored by Councilmember Carroll).

13. CONSENT RESOLUTIONS HELD OVER

40-660 Declare the structure at 753 Rebecca Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-586 Declare the structure at 1101 S. Broad Street a public nuisance and order it demolished (sponsored by Councilmember Small).

14. RESOLUTIONS HELD OVER

01-872 Authorize agreement with Telepak Networks, Inc. for McGregor Ave. widening (Airport Blvd. to Dauphin St.) (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-874 Approve purchase order to Trane US, Inc. for air conditioning condensing and air handling units for Springhill Rec. Center; $66,816.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-875 Approve purchase order to Stivers Chrysler Dodge Jeep Ram for 8 Dodge Durango patrol vehicles; MPD; $345,298.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-876 Approve purchase order to to Truck Equipment Sales, Inc. for digger-derrick truck; Traffic Engineering; $297,819.00 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

08-877 Approve purchase order to Quick Buildings, LLC for roof, ceiling, window and floor upgrades to Fire Dept. Drill Center; $48,672.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-878 Authorize contract with John G. Walton Construction Company for 2018 PAYGO N. McGregor Ave. reconstruction; $1,767,061.96 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-879 Approve contract with Jennie Brown for court reporting services (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

37-881 Approve a Certificate of Public Convenience and Necessity to Dog Team Pedi Cab to operate a pedi cab service (submitted by Lisa C. Lambert, City Clerk).

60-882 Authorize Settlement Agreement and Release of Claims; Siegesmund (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. <u>CONSENT RESOLUTIONS BEING INTRODUCED</u>

31-885 Authorize a grant application to State Farm for the Good Neighborhood Citizenship Grant to assist MPD's Bridging the Gap program; $20,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-886 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Saturdays at the Coop (10/15/22); Cooper Riverside Park (sponsored by Councilmember Carroll).

37-887 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Saturdays at the Coop (11/12/22); Cooper Riverside Park (sponsored by Councilmember Carroll).

37-888 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Saturdays at the Coop (12/10/22); Cooper Riverside Park (sponsored by Councilmember Carroll).

37-889 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Sip N Paint (12/02/22); Mardi Gras Park (sponsored by Councilmember Carroll).

37-890 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Ronald McDonald House Charities of Mobile, Inc.; 205 Government Street (sponsored by Councilmember Carroll).

37-891 Recommend approval to the ABC Board for issuance of a Restaurant

Retail Liquor License to Koma Bistro, 216 St. Francis Street (sponsored by Councilmember Carroll).

37-892 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Gulf Coast, LLC; 4659 Airport Boulevard (sponsored by Councilmember Jones).

37-893 Recommend approval to the ABC Board for issuance of a Special Retail-More than 30 Days License to Fuse Kitchen, LLC; 1000 Gaillard Drive (sponsored by Councilmember Gregory).

40-894 Declare the structure at 2657 Hayles Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-895 Declare the structure at 9 1/2 N. Cedar Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-896 Declare the structure at 1212 Seneca Street a public nuisance and order it demolished foundation (sponsored by Councilmember Small).

40-897 Declare the structure at 111 S. Cody Road a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-898 Approve award of special bonus to the Parks & Recreation Employee of the Month; Ellison (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-899 Approve award of special bonus to the Public Works at Large Employee of the Month; Reed (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-900 Approve award of special bonus to the Public Services Employee of the Month; Clanton (sponsored by Mayor Stimpson) (submitted by Marc Vassallo).

60-901 Determine an appropriation to the Toulminville Crichton Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

03-908 Appoint Eric Peebles to the Advisory Commission on the Disabled (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

37-909 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Tim Maness; Mobile Historic Development Commission; Spanish Plaza (sponsored by Councilmember Carroll).

16. CIP RESOLUTIONS BEING INTRODUCED

21-902 Authorize contract with TRP Construction Group, LLC for citywide

roadway striping and markings; $1,105,912.50 (sponsored by City Council and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

17. RESOLUTIONS BEING INTRODUCED

13-903 Authorize change order with James H. Adams & Son Construction Co., Inc. for Ann Street Rehabilitation Project; $38,666.14 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-904 Authorize contract with Bill Smith Electric, Inc. for combo athletic field lighting at Michael Figures Park; $50,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-905 Authorize contract with Diversified Maintenance-RWS, LLC for janitorial services; GulfQuest Maritime Museum; $47,721.00 per year ($143,163.00 3-year total) (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

35-906 Authorize Lease Agreement with Mobile County for City owned property located at 6449 Moffett Rd. (sponsored by Councilmember Gregory & Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

37-907 Consider approval of a Certificate of Public Convenience and Necessity to David Mathews, d/b/a Gulf Coast Pedal Tours, LLC, to operate a pedal trolley service.

18. CALL FOR PUBLIC HEARINGS

41-910 Call for public hearing to consider ordinance to amend proposed amendment to Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991, and proposed amendment to Appendix A, Downtown Development Code, Chapter 64 of the Mobile City Code, 2022 (scheduled for November 22, 2022).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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	10/3/2022 - 1:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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	10/5/2022 - 2:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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
Henderson	Cover Memo	10/5/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2022 - 3:18 PM

CITY CLERK DEPARTMENT

2022 OCT -5 AM 9:57

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: ELAiNa Henderson

PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) The Child Advocacy Center

Mailing Address of Applicant 1351 Springhill Ave. Mobile, AL 36604

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

Location or address of event where amplification will be used:

Cathedral Square 300 Block of Dauphin Street

Date of Event: March 25, 2023 Starting Time: 10:00 am Ending Time 2:00pm

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

Type of Event: Downtown Carson Kick off - Food & Music event for the CAC
Take Donations for Beer Only

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	10/5/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/5/2022 - 3:20 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Mariah Moore
PLEASE PRINT ALL INFORMATION

Home Phone Number: (205)602-3413 Cell Number: (205)602-3413

Organization (if applicable) Mobile CI DA

Mailing Address of Applicant 303 government St. Suite B

Telephone No. _____ E-mail address [redacted]mnm172@jagmail.southalabama.edu

Location or address of event where amplification will be used:

Medal of Honor Park

Date of Event: Oct. 15 Starting Time: 3:00 Ending Time 6:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Campaign Event

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 SEP 29 PM 2:11

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Shell	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 8:32 AM

CITY CLERK DEPARTMENT

2022 OCT -6 AM 8:22

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: John B Shell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-604-3535

Organization (if applicable) _____

Mailing Address of Applicant 3725 CALDERWOOD DR. MOBILE, AL 36608

Telephone No. _____ E-mail address jshell@hargrove-epc.com

Location or address of event where amplification will be used:

3725 CALDERWOOD DR., MOBILE, AL 36608

Date of Event: 10/29/22 Starting Time: 6:00pm Ending Time 10:00pm

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

Type of Event: BLOCK PARTY

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/22/2022 - 1:57 PM

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A PEDAL TROLLEY SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of David Mathews, d/b/a Gulf Coast Pedal Tours, LLC, to operate a pedal trolley service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on October 11, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of David Mathews, d/b/a Gulf Coast Pedal Tours, LLC, for a Certificate of Public Convenience and Necessity to operate a pedal trolley service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, DAVID MATHEWS individually or on behalf of GULF COAST PEDAL TOURS LLC, ROY CLARK, BUZZ JORDAN, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

DAVID MATHEWS / Gulf Coast Pedal Tours, LLC

Business Address: 1111 DAUPHIN ST. MOBILE AL 36604

Telephone: 251.490.1845 Trade Name GULF COAST PEDAL TOURS, LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes_____ No_____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: 1111 Dauphin St, Mobile, AL 36604
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
DAVID MATHEWS	OWNER	1111 DAUPHIN ST	33 1/3
ROY CLARK	OWNER	1111 DAUPHIN ST	33 1/3
~~EDWARD~~ EDECORT JORDAN	OWNER	1111 DAUPHIN ST	33 1/3

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☒ Other ☒

Location of terminal/depot or stand ~~& stables~~: 51 South CONCEPTION ST.

What will be your days and hours of operation? MON - SUN. AFTERNOON - LATE EVENING

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	CUSTOM BUILD PEDAL CAB	Year:	N/A	Model:	N/A
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

IT IS A BATTERY POWERED "PEDAL TROLLEY". STEEL FRAME. GREEN W/A COVERED ROOF

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

GULF COAST PEDAL TOURS, L.L.C.

By: DAVID MATHEWS
Its OPERATING PARTNER

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th **DAY OF** Sept, **20**22

Josie Esquibel mce: 6/13/23
Notary Public

JOSIE ESQUIBEL
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES DEC. 13, 2023

APPLICANT
See Privacy Act Notice on Back
FD-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

DATE 9.2.22

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS
MERRY WIDOW
51 S. CONCEPTION ST.
MOBILE AL 36602

REASON FINGERPRINTED
LICENSE APPLICATION

LAST NAME: NAM — MATHEWS JR.
FIRST NAME — DAVID
MIDDLE NAME — KEITH

ALIASES AKA

ORI -AL002010Q

DATE OF BIRTH DOB: 09 09 1980

CITIZENSHIP CTZ: USA

SEX	RACE	HGT.	WGT.	EYES	HAIR
M	CAU	6'1"	220	BLUE	BRO

PLACE OF BIRTH POB: MOBILE AL

YOUR NO. OCA

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

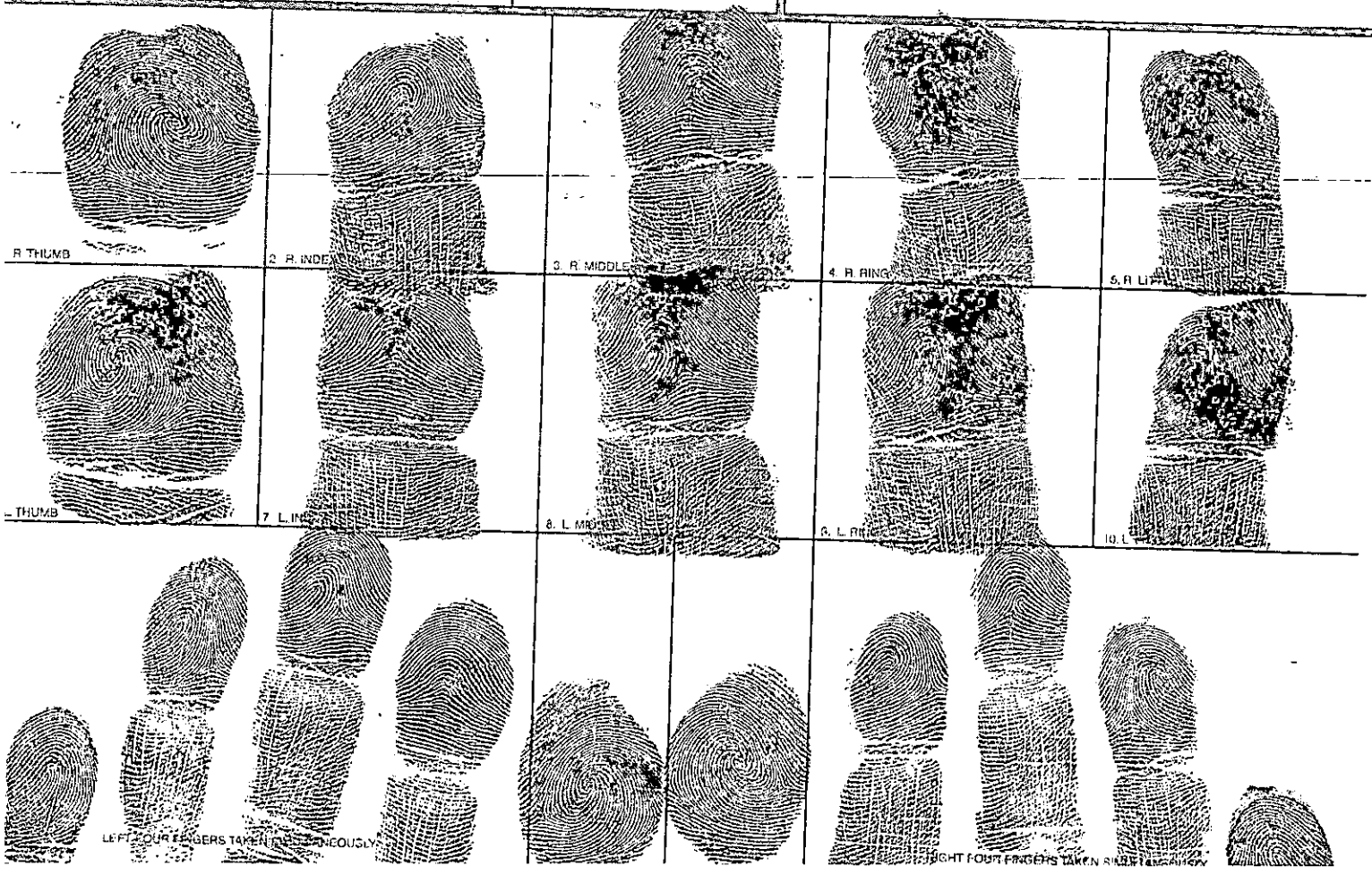
SOCIAL SECURITY NO. SOC: 418272985

MISCELLANEOUS NO. MNU

LEAVE BLANK

CLASS

REF



APPLICANT
See Privacy Act Information
FD-258 (Rev. 11-1-20) 1110-0046

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TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

LAST NAME	NAM
FIRST NAME	MATHEWS JR.
MIDDLE NAME	DAVID KEITH
SIGNATURE OF PERSON FINGERPRINTED	
ALIASES AKA	
ORI	AL0020100
RESIDENCE OF PERSON FINGERPRINTED	14111 DAUPHIN ISLAND PKWY CODEN AL. 36523
DATE OF BIRTH DOB (Month Day Year)	04 09 1980
CITIZENSHIP CTZ	USA
SEX	M
RACE	CAUC
HGT	6.1
WGT	220
EYES	BLUE
HAIR	BRO
PLACE OF BIRTH POB	MOBILE A
DATE	9.2.22
SIGNATURE OF OFFICIAL TAKING FINGERPRINTS	
YOUR NO. OCA	
EMPLOYER AND ADDRESS	1/1 ERRY WIDOW 51 S. CONCEPTION ST. MOBILE AL 36602
UNIVERSAL CONTROL NO. UCN	
ARMED FORCES NO. MNU	
REASON FINGERPRINTED	LICENSE APPLICATION
SOCIAL SECURITY NO. SOC	418 27 2985
MISCELLANEOUS NO. MNU	

LEAVE BLANK

CLASS

REF

Personal Data Report

General Descriptors

Name:	MATHEWS, DAVID KEITH JR		
Address:		**Nick Name:**	
Phone:	251-490-1845		
Race:	WHITE	**DOB:**	4/9/1980
Sex:	M	**Age:**	42
Weight:	190	**Eyes:**	BLUE
Height:	6'01"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD

CHECKED BY: [signature]
DATE: 9/2/2022

per pg 2

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest Number. Arrest Date. Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
199039758301	1990397583	11/22/1999	MATHEWS, DAVID K JR	4/9/1980	UNKNOWN LOCATION UNKNOWN,	PERRIN, TIMOTHY	CONV	833 S UNIVERSITY UNKNOWN,	ALIAS/BENCH WARRANT ARREST
211030446301	2110304463	4/12/2011	MATHEWS, DAVID K	4/9/1980	UNKNOWN LOCATION UNKNOWN,	THOMAS, J C	CONV	450 ST EMANUEL ST MOBILE,	CRIMINAL MISCHIEF 2ND
212120401001	2121204010	12/28/2012	MATHEWS, DAVID KEITH JR	4/9/1980	UNKNOWN LOCATION UNKNOWN,	SPRINKLE, JOHN	CONV	DAUPHIN AND HAMILTON ST MOBILE,	PUBLIC INTOXICATION
21212040100A	2121204010	12/28/2012	MATHEWS, DAVID KEITH JR	4/9/1980	UNKNOWN LOCATION UNKNOWN,	SPRINKLE, JOHN	CONV	DAUPHIN AND HAMILTON MOBILE,	OBSTRUCTING GOVT OPERATION
212120401601	2121204016	3/16/2013	MATHEWS, DAVID KEITH JR	4/9/1980	UNKNOWN LOCATION UNKNOWN,	SAUNDERS, TILFORD	CONV	METRO MOBILE,	COCAINE POSSESSING

5 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY:
DATE: 9/2/2022

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

029928-0009 THERESA C 09/02/2022 01:40PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 470801
Description:
FINGERPRINTS (PDF008)
2022 Item: PDF008
1 @ 15.00 15.00
Payment Id: 470802

029928-0009 **25.00**

Subtotal 25.00
Total 25.00

CASH 25.00

Change due 0.00

Paid by: DAVID MATTHEWS

Comments: FOR BUSINESS LICENSE

Thank you for your payment

CUSTOMER COPY

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME: NAM	FIRST NAME	MIDDLE NAME	FBI: LEAVE BLANK
CLARK	ROY	HAMILTON	

SIGNATURE OF PERSON FINGERPRINTED: Roy H Clark

RESIDENCE OF PERSON FINGERPRINTED:

DATE: 9/2/25

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Donna Bellazzo

EMPLOYER AND ADDRESS:
THE HABERDASHER
113 DAUPHIN ST - MOBILE, AL
36602

REASON FINGERPRINTED:
CPCN APPLICATION

ALIASES: AKA

ORI: AL0020100

CITIZENSHIP	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH
CTZ - USA	M	W	6'1	180	BLU	BLN	MOBILE, AL

DATE OF BIRTH (Month - Day - Year): DOB 03 01 1983

YOUR NO.: OCA

UNIVERSAL CONTROL NO.: UCN

ARMED FORCES NO.: MNU

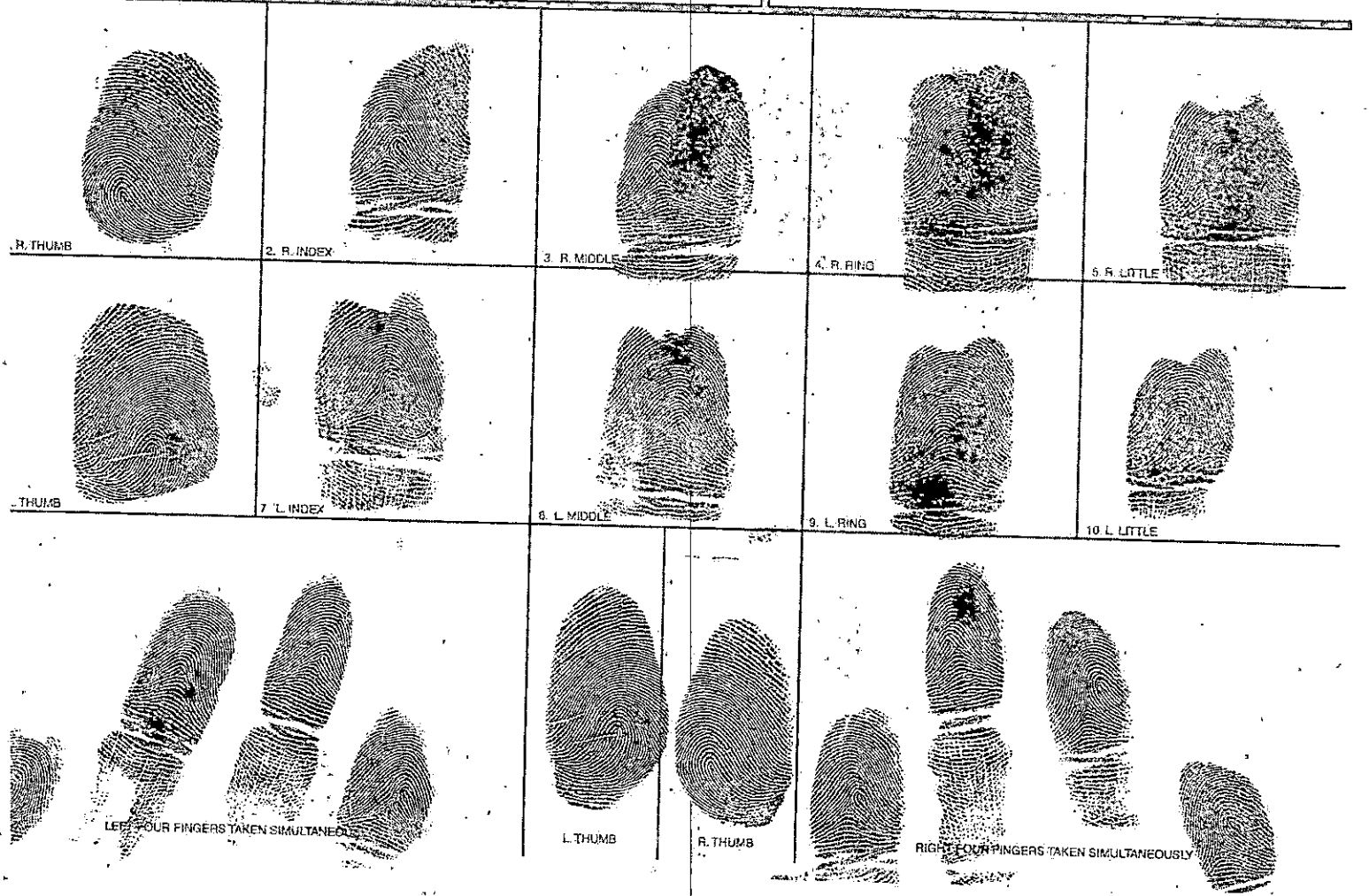
SOCIAL SECURITY NO.: SOC 424-19-2502

MISCELLANEOUS NO.: MNU

LEAVE BLANK

CLASS

REF



APPLICANT

* Box, Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

PRINT ALL INFORMATION IN BLACK

LAST NAME	FIRST NAME	MIDDLE NAME	FBI
CLARK	Roy	HAMILTON	LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED: Roy H Clark

RESIDENCE OF PERSON FINGERPRINTED:

DATE: 9/12/22

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS: Dona Bellware

EMPLOYER AND ADDRESS: THE HABERDASHER 113 DAUPHIN ST - MOB, AL 36602

REASON FINGERPRINTED:

ALIASES AKA:

ORI: -AL002010

DATE OF BIRTH Month Day Year (DOB)	CITIZENSHIP (CTZ)	SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH (POB)
03 01 1983	USA	M	W	6'1	180	BLU	BLN	MOBILE, AL

YOUR NO. OCA:

UNIVERSAL CONTROL NO. UCN:

ARMED FORCES NO. MNU:

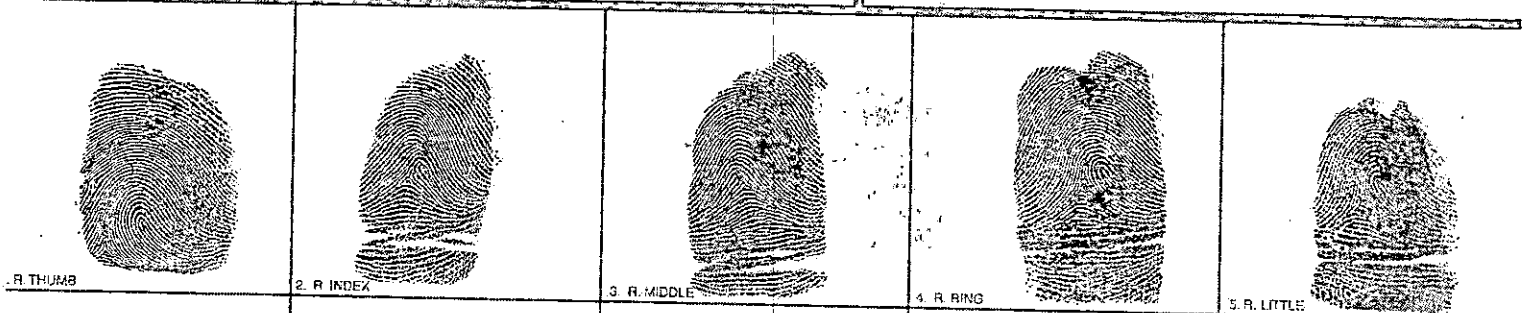
SOCIAL SECURITY NO. SOC: 424-19-2502

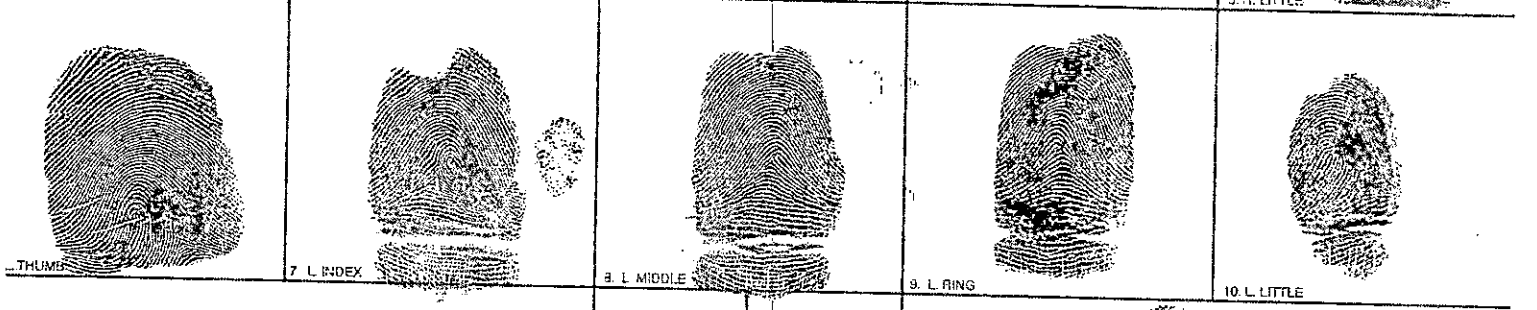
MISCELLANEOUS NO. MNU:

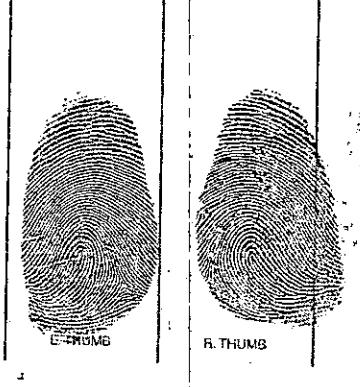
LEAVE BLANK

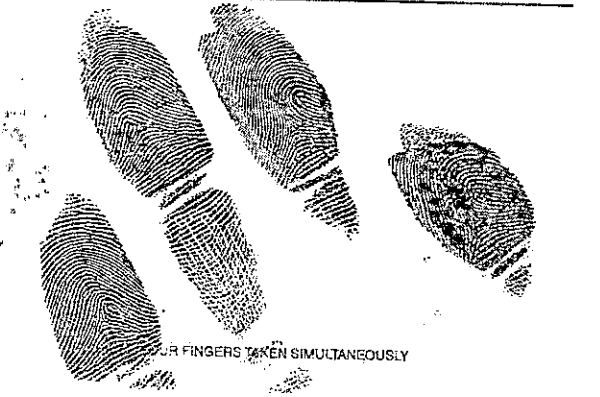
CLASS:

REF:









Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name:	CLARK, ROY HAMILTON		
Address:		**Nick Name:**	
Phone:	___-___-____		
Race:	W - WHITE	**DOB:**	3/1/1983
Sex:	M	**Age:**	39
Weight:	150	**Eyes:**	BLUE
Height:	6'00"	**Facial:**	
Hair:	BLOND/STRAWBERRY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:** ___-___-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
NO RECORD
CHECKED BY: [signature]
DATE: 9/2/2022

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

029931-0002 DONNA B. 09/02/2022 09:40AM

MISCELLANEOUS

Description: RECORDS	
CHECK (PDF007)	
2022 Item: PDF007	
1 @ 10.00	10.00
Payment Id: 470365	
	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: ROY CLARK

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

029931-0003 DONNA B. 09/02/2022 09:48AM

MISCELLANEOUS

Description:	
FINGERPRINTS (PDF008)	
2022 Item: PDF008	
1.00 @ 15.00	15.00
Payment Id: 470384	
	15.00
Subtotal	**15.00**
Total	**15.00**
CASH	15.00
Change due	**0.00**

Paid by: ROY CLARK

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-2011) 1110-0046

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM | FIRST NAME | MIDDLE NAME

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

ALIASES AKA

ORI

DATE 9/7/22

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS Self/ 1111 Dauphin St Mobile AL 36604

REASON FINGERPRINTED Obtain Bus Permit for Trolley Co

CITIZENSHIP CTZ U.S.A.

YOUR NO. OCA

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC 264-17-0033

MISCELLANEOUS NO. MNU

FBI AL0020100

SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH
M	W	6'2	209	Green	Gray	Bethesda MD

DATE OF BIRTH DOB: Month 1 Day 31 Year 1956

LEAVE BLANK

CLASS

REF

1. R. THUMB
2. R. INDEX
3. R. MIDDLE
4. R. RING
5. R. LITTLE
6. L. THUMB
7. L. INDEX
8. L. MIDDLE
9. L. RING
10. L. LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

L. THUMB

R. THUMB

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

APPLICANT

See Privacy Act Notice on Back

FD-258 (Rev. 11-1-20) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM FIRST NAME MIDDLE NAME

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

DATE

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS

REASON FINGERPRINTED

ALIASES AKA

OPR

-AL0020100

DATE OF BIRTH DOB Month Day Year 1 3 1956

CITIZENSHIP CTZ USA

SEX M RACE W HGT 5'2" WGT. 209 EYES Green HAIR Gry PLACE OF BIRTH POB Belmeadow MO

YOUR NO. OCA

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC 264-17-0033

MISCELLANEOUS NO. MNU

LEAVE BLANK

CLASS

REF

1. R. THUMB 2. R. INDEX 3. R. MIDDLE 4. R. RING 5. R. LITTLE

6. L. THUMB 7. L. INDEX 8. L. MIDDLE 9. L. RING 10. L. LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY L. THUMB R. THUMB RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

Personal Data Report

General Descriptors

Name:	JORDAN, JOE CARL		
Address:		**Nick Name:**	
Phone:	___-___-____		
Race:	W - WHITE	**DOB:**	1/31/1956
Sex:	M	**Age:**	66
Weight:	230	**Eyes:**	GREEN
Height:	6'02"	**Facial:**	
Hair:	GREY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 9/13/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 11:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 11:44 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 11:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 1:54 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, October 6, 2022 1:16 PM
To: Gauthier, Lana
Subject: 10/11 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I will be addressing the following:

Budget Amendments to improve Public Safety and recommendations to Amend Chapter 38 of the Mobile Municipal Code.

Thank you, for your attention to this matter and for everything you do on behalf of Mobilians alike. Have an awesome weekend. See you Tuesday!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director
"Success 4 the Future"
P.O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
McFarland	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 3:31 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. Cleveland McFarland Date: 10-6-22

Address: 1525 W. Carlisle Dr.

Phone: (251) 377-6431 Email _____

Date to Address City Council: 10-11-22

Subject (must be completed): Comments about annexation.

Specific Questions: _____

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Chris Arledge, Council Attorney

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
ordinance	Cover Memo	9/8/2022
REVISED ordinance	Cover Memo	9/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:32 PM

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 1:29 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 712, 716 and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road,
extending to the southeast corner of Johnston Avenue and Gosson Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 10th day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 712, 716 and 718 Dauphin Island Parkway (northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the southeast corner of Johnston Avenue and Gosson Street) from R-3, Multi-Family Residential District, and B-3, Community Business District, to R-3, Multi-Family Residential 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 NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY

LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential 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 R-3, Multi-Family Residential 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 R-3, Multi-Family Residential 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 other codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized 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 4th day of October, 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 9th day of September, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential 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 **R-3** 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 **R-3** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all other 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.

AN ORDINANCE 2022

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 NORTHEAST CORNER OF LOT 2, CARMELITE NUNS DISCALCED, A SUBDIVISION RECORDED IN MAP BOOK 129, PAGE 117, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, SAID POINT LYING AND BEING ON THE WEST RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY, (62-FOOT PUBLIC R\W, FORMERLY FULTON SPEEDWAY); THENCE S00°47'33"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 281.00 FEET; THENCE S01°01'37"W, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY, FOR 134.67 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY AND AROUND A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 453.54 FEET AND A DELTA ANGLE OF 24°04'46", THE CHORD OF WHICH BEARS S21°32'36"W FOR 189.12 FEET, FOR AN ARC DISTANCE OF 190.52 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID DAUPHIN ISLAND PARKWAY WITH THE NORTHWEST RIGHT OF WAY LINE OF HALLS MILL ROAD, (VARIABLE WIDTH PUBLIC R\W); THENCE S47°17'57"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, FOR 201.26 FEET; THENCE WESTERLY, ALONG THE WEST RIGHT OF WAY LINE OF SAID HALLS MILL ROAD, AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 73°42'15" FOR AN ARC DISTANCE OF 32.16 FEET TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF GOSSON STREET, (60-FOOT PUBLIC R\W); THENCE N58°59'48"W, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET, FOR 465.46 FEET; THENCE NORTHWESTERLY, ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID GOSSON STREET AND AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 104°29'01" FOR AN ARC DISTANCE OF 45.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF JOHNSTON AVENUE, (60-FOOT PUBLIC R\W); THENCE N45°29'13"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE, FOR 212.65 FEET; THENCE NORTHEASTERLY, ALONG THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 649.13 FEET AND A DELTA ANGLE OF 27°03'56", THE CHORD OF WHICH BEARS N-31°57'15"E FOR 303.80 FEET, FOR AN ARC DISTANCE OF 306.64 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 1, AFORESAID CARMELITE NUNS DISCALCED,

SAID POINT BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 28 OF BON AIR ESTATES AS RECORDED IN DEED BOOK 156, PAGE 37, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE S89°59'37"E, LEAVING THE EAST RIGHT OF WAY LINE OF SAID JOHNSTON AVENUE AND ALONG THE NORTH LINE OF SAID LOT, FOR 194.04 FEET TO A POINT ON THE WEST LINE OF AFORESAID LOT 2; THENCE N00°47'07"E, ALONG THE WEST LINE OF SAID LOT 2, FOR 45.26 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S89°59'37"E, ALONG THE NORTH LINE OF SAID LOT 2, FOR 150.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.108 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential 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 **R-3, Multi-Family Residential 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 **R-3, Multi-Family Residential 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 other 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

Cowles Murphy Glover and Associates
712, 716, and 718 Dauphin Island Parkway
(Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street)
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 1, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Cowles Murphy Glover and Associates** for a change in zoning from **R-3, Multi-Family Residential District and B-3, Community Business District to R-3, Multi-Family Residential District** for the property located at **712, 716, and 718 Dauphin Island Parkway** (Northwest corner of Dauphin Island Parkway and Halls Mill Road, extending to the Southeast corner of Johnston Avenue and Gosson Street).

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 other codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

12069

COWLES, MURPHY, GLOVER & ASSOCIATES
457 ST. MICHAEL STREET
MOBILE, AL 36602

HANCOCK BANK
WWW.HANCOCKBANK.COM
(800) 448-8812

61-661/651

8/29/22

PAY TO THE ORDER OF CITY OF MOBILE

$437.15

four hundred thirty-seven 15/100 DOLLARS

SECURED BY BZSHIELD

Security Features Included Details on back.

080003 / 12-04

MEMO 4196

MP

⑈012069⑈ ⑆065106619⑆ ⑈06090269⑈

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☐ **Zoning Change**	☐ **Planning Approval**	☒ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00 *MODIFICATION

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Cowles, Murphy, Glover & Associates — Name

gcowles@cmg-a.com, pgarstecki@cmg-a.com — Email

716 Dauphin Island Parkway Mobile, AL 36606 — Full Address (Street, City, State, Zip)

251-471-3991 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carmelite Nuns Discalced — Name

Name (other owners, optional)

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

716 Dauphin Island Parkway Mobile, AL 36606 — Property Address

2910283003014 — Parcel Number

Approx. 0.6 Acres — Property Area (acres or square feet)

B-3 — Present Zoning

R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Thao T. Nguyen
Applicant Signature

6 / 28 / 2022
Date

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

Thao T. Nguyen
Applicant Signature

6 / 28 / 2022
Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

June 23, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4091

Location: 716 Dauphin Island Parkway Mobile, AL 36606

To whom it may concern,

I, Thao T. Nguyen of the Carmelite Nuns Discalced, authorize Cowles, Murphy, Glover & Associates Inc., to act as my agent to apply for all City of Mobile permits and applications associated with the proposed planning, subdivision, and zoning modifications located at 716 Dauphin Island Parkway 36606.

If any additional information is required at this time, please advise.

Sincerely,

Signature _____

Name Thao T. Nguyen
Carmelite Nuns Discalced

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

COUNTY OF MOBILE

Grantor's Name and Mailing Address: Most Reverend Thomas J. Rodi, Archbishop of Mobile, a Corporation Sole 400 Government Street Mobile, AL 36604	**Grantee's Name and Mailing Address**: Discalced Carmelite Nuns 716 Dauphin Island Parkway Mobile, Alabama 36606
Property Address: 712 Dauphin Island Parkway Mobile, Alabama 36606	**Date of Sale**: 7/12/2013 **Tax Assessor's Market Value**: $15,300.00 (may be verified by Tax Assessor's FMV)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, MOST REVEREND THOMAS J. RODI, Archbishop of Mobile, a Corporation Sole (herein called "**Grantor**"), does hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto DISCALCED CARMELITE NUNS, an Alabama corporation (herein called "**Grantee**"), and its successors and assigns forever, the following described real property, situated, lying and being in the State of Alabama, County of Mobile, to wit:

Parcel A:

Lot 26, Block 28, Bon-Air Estates, according to the map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama: LESS AND EXCEPT the North five feet of Lot 26, Block 28, Bon-Air Estates of the aforesaid records;

Parcel B:

Beginning at a bolt found at the Southeast corner of Lot 26, Block 28, Bon-Air Estates as per map or plat thereof recorded in Deed Book 156, Pages 374-377, Probate Court Records, Mobile County, Alabama; thence run South 0 degrees 11 minutes 20 seconds West along the West right of way line of Dauphin Island Parkway a distance of 60.01 feet to a point that is 0.55 East of a pinch top iron, thence run South 89 degrees 47 minutes 01 seconds West a distance of 150.00 feet to a Sims Surveying capped rebar, thence run North 0 degrees 11 minutes 20 seconds East a distance of 60.01 feet to the Southwest corner of Lot 26, Block 28, Bon-Air Estates, thence run North 89 degrees 47 minutes 01 seconds East along the South line of said Lot 26, a distance of 150.00 feet to the bolt at the point of beginning;

This conveyance is made subject to the following:

1. Any restrictions, reservations, zoning ordinances, building setback lines, or easements that may appear of record, on the recorded plat or on the

2. Any oil, gas, and mineral reservations and conveyances of record.

3. Restrictive covenants as contained in instrument recorded in Deed Book 227, Page 32 of the Office of the Judge of Probate, Mobile County, Alabama.

4. Any taxes for the year 2013 and subsequent years.

5. All matters shown on the survey of the property prepared by Sims Surveying Services, Inc. dated March 18, 1997.

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 12th day of July, 2013.

MOST REVEREND THOMAS J. RODI,
Archbishop of Mobile, a Corporation Sole:

Thomas J Rodi

By: Most Reverend Thomas J. Rodi
As: Its Archbishop

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MOST REVEREND THOMAS J. RODI, in his capacity as Archbishop of Mobile, a Corporation Sole, signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of July, 2013.

Dana M. Nelsen

NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARG
MY COMMISSION EXPIRES: Sept 14, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITE

This instrument prepared by:
F. Grey Redditt, Esq.

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $102.00 MinTx $0.00
erk: KROBINSON

STATE OF ALABAMA)

COUNTY OF MOBILE)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, George F. Bauer, a single person, hereinafter called the Grantor, in consideration of the sum of ONE HUNDRED TWO THOUSAND AND NO/100 DOLLARS ($102,000.00), cash, and other good and valuable considerations to said Grantor in hand paid by Discalced Carmelite Nuns, an Alabama 501(c)(3) organization, hereinafter called the Grantee, the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantee and unto the successors and assigns of said Grantee, forever, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

That certain real property situated in the City and County of Mobile, State of Alabama, described as follows, viz: Commencing at the Northwest corner of Gosson Street and Halls Mill Road, run North 46 degrees 52 minutes 10 seconds East along the North side of Halls Mill Road, a distance of 220 feet to the point of beginning of the property herein described; thence run North 42 degrees 24 minutes 10 seconds West a distance of 188.40 feet to a point; thence North 49 degrees 51 minutes 20 seconds East a distance of 263.82 feet to a point on the West side of Dauphin Island Parkway, formerly known as Fulton Road, thence run South 00 degrees 35 minutes 50 seconds West along the West line of Dauphin Island Parkway, formerly known as Fulton Road, a distance of 134.67 feet to a point of curve, said curve having a delta angle to the right of 24 degrees 14 minutes 30 seconds and a radius of 453.34 feet, thence run in a Southwestwardly direction along the West line of said mentioned road a distance of 191.80 feet measured along the arc of said curve to a point; thence run North 42 degrees 24 minutes 10 seconds West a distance of 3.0 feet to the point of beginning. All of said measurements are in accordance with plat of survey by Norden Engineering Company dated February 2, 1968;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commencing at the Northwest corner of Gosson Street and Dauphin Island Parkway, thence run North 46 degrees, 52 minutes, 10 seconds East along the North side of Dauphin Island Parkway, 220 feet, thence run North 42 degrees, 24 minutes,10 seconds West, 116.50 feet to the point of beginning of the property herein described; thence continue North 42 degrees, 24 minutes, 10 seconds West, 71.90 feet, thence North 49 degrees, 51 minutes, 20 seconds East, 102.18 feet; thence South 13 degrees, 59 minutes, 00 seconds West, 122.60 feet to the point of beginning.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments, members and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said Grantee, in the manner and interest as set forth and stated hereinabove, forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantors.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this the 22 day of September, 2021.

George F. Bauer

STATE OF ALABAMA)

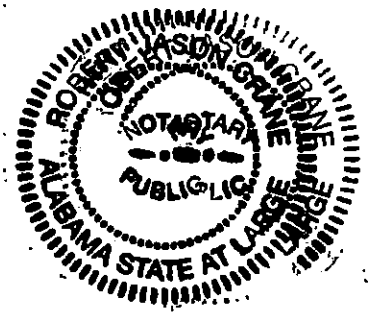
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George F. Bauer, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of September, 2021.

NOTARY PUBLIC
My Commission Expires: 2/8/25

The following information is provided pursuant to Code of Alabama Section 40-22-1.



Grantee's address is:

716 Dauphin Island Parkway

Mobile, Alabama 36606

Grantors' address is:

27800 Canal Rd #304

Orange Beach, AL 36561

Property address is: 718 Dauphin Island Parkway, Mobile, AL 36606

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 303
3800 Airport Boulevard
Mobile, Alabama 36608
(251)344-0880
86902

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm

PERFORMANCE • RELIABILITY • EXPERIENCE

July 5, 2022

Subject: Carmelite Nuns Discalced

CMG Job Number: 4196

Location: 716 Dauphin Island Parkway Mobile, AL 36606

SUB/ZON Application Narrative

The Carmelite Nuns Discalced would like to combine three (3) legal lots of record into one (1) legal lot of record. The Carmelite Nuns Discalced have recently purchased an adjacent lot to their property, which was previously the location of Bauer's Drug Store, and would like to combine this lot with their other two (2) adjacent lots. This lot is located at the intersection of Halls Mill Road and Dauphin Island Parkway, is currently zoned B-3, and is surrounded by the R-3 zoned Carmelite Lots on three (3) sides. The other two lots that will be combined with this recently purchased lot are already zoned R-3. The new single lot subdivision is proposed to be zoned R-3.

457 St. Michael Street • Mobile, Alabama 36602 • (251) 433-1611 • Fax (251) 433-1411

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway

Owner: Carmelite Nuns Discalced

Address: 716 Dauphin Island Parkway Zip Code: 36606

Phone: 251-471-3991 Fax: _____ Email: N/A

Authorized Agent: Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Gary Cowles - Cowles, Murphy, Glover & Associates

Address: 457 St. Michael Street Zip Code: 36602

Phone: 251-433-1611 Fax: _____ Email: gcowles@cmg-a.com

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Patrick Garstecki

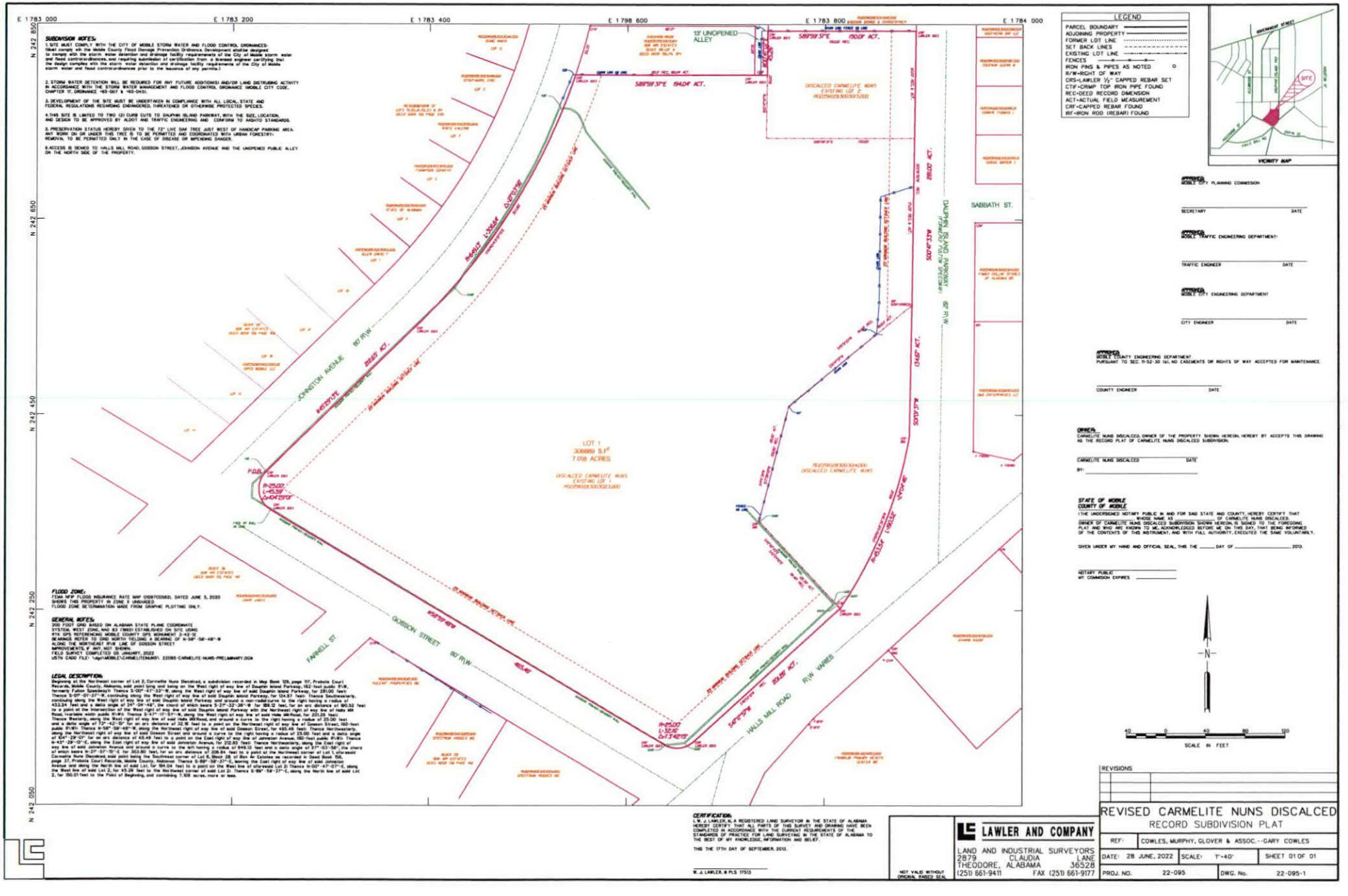
Print

06/28/2022

Date

Cowles, Murphy, Glover & Associates

Affiliation to project/Organization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E 1784 000
N 242 850
N 242 650
N 242 450
N 242 250
N 242 050
SUBDIVISION NOTES:
1. SITE MUST COMPLY WITH THE CITY OF MOBILE STORM WATER AND FLOOD CONTROL ORDINANCES: (Most comply with the Mobile County Flood Damage Prevention Ordinance. Development shall be designed to comply with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances, and requiring submission of certification from a licensed engineer certifying that the design complies with the storm water detention and drainage facility requirements of the City of Mobile storm water and flood control ordinances prior to the issuance of any permits.)
2. STORM WATER DETENTION WILL BE REQUIRED FOR ANY FUTURE ADDITION(S) AND/OR LAND DISTRUBING ACTIVITY IN ACCORDANCE WITH THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE (MOBILE CITY CODE, CHAPTER 17, ORDINANCE #63-007 & #63-0430).
3. DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHERWISE PROTECTED SPECIES.
4.THIS SITE IS LIMITED TO TWO (2) CURB CUTS TO DAUPHIN ISLAND PARKWAY, WITH THE SIZE, LOCATION, AND DESIGN TO BE APPROVED BY ALDOT AND TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.
5. PRESERVATION STATUS HEREBY GIVEN TO THE 13" LIVE OAK TREE JUST WEST OF HANDICAP PARKING AREA. ANY WORK ON OR UNDER THIS TREE IS TO BE PERMITTED AND COORDINATED WITH URBAN FORESTRY. REMOVAL TO BE PERMITTED ONLY IN THE CASE OF DISEASE OR IMPENDING DANGER.
6.ACCESS IS DENIED TO HALLS MILL ROAD, GIDEON STREET, JOHNSON AVENUE AND THE UNOPENED PUBLIC ALLEY ON THE NORTH SIDE OF THE PROPERTY.
FLOOD ZONE:
FEMA NFIP FLOOD INSURANCE RATE MAP 01097C0082J, DATED JUNE 5, 2020 SHOWS THIS PROPERTY IN ZONE X UNSHADED.
FLOOD ZONE DETERMINATION MADE FROM GRAPHIC PLOTTING ONLY.
GENERAL NOTES:
200 FOOT GRID BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (1983) ESTABLISHED ON SITE USING RTK GPS REFERENCING MOBILE COUNTY GPS MONUMENT 3-40 12. BEARINGS REFER TO GRID NORTH YIELDING A BEARING OF N 58°-58'-48"-W ALONG THE NORTHEAST R/W LINE OF GIDEON STREET
IMPROVEMENTS, IF ANY, NOT SHOWN.
FIELD SURVEY COMPLETED 05 JANUARY, 2022
USTN CADD FILE: \dgn\MOBILE\CARMELITE\MAINS\ 22095-CARMELITE-NUNS-PRELIMINARY.DGN
LEGAL DESCRIPTION:
Beginning at the Northeast corner of Lot 2, Carmelite Nuns Discalced, a subdivision recorded in Map Book 129, page 117, Probate Court Records, Mobile County, Alabama, said point lying and being on the West right of way line of Dauphin Island Parkway, 152-foot public R/W, formerly Fulton Speedway; Thence S-00°-47'-32"-W, along the West right of way line of said Dauphin Island Parkway, for 281.00 feet; Thence S-00°-01'-27"-W, continuing along the West right of way line of said Dauphin Island Parkway, for 134.87 feet; Thence Southeasterly, continuing along the West right of way line of said Dauphin Island Parkway and around a non-tangent curve to the right having a radius of 433.34 feet and a delta angle of 24°-04'-48", the chord of which bears S-27°-32'-36"-W for 180.12 feet, for an arc distance of 180.52 feet to a point at the intersection of the West right of way line of said Dauphin Island Parkway with the Northeast right of way line of Halls Mill Road, (variable width public R/W); Thence S-47°-17'-37"-W, along the West right of way line of said Halls Mill Road, for 201.28 feet; Thence Westerly, along the West right of way line of said Halls Mill Road, and around a curve to the right having a radius of 25.00 feet and a delta angle of 73°-42'-12" for an arc distance of 32.16 feet to a point on the Northeast right of way line of Gideon Street, (60-foot public R/W); Thence N-58°-58'-48"-W, along the Northeast right of way line of said Gideon Street, for 483.48 feet; Thence Northwesterly, along the Northeast right of way line of said Gideon Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 104°-29'-01" for an arc distance of 45.59 feet to a point on the East right of way line of Johnston Avenue, (80-foot public R/W); Thence N-45°-29'-13"-E, along the East right of way line of said Johnston Avenue, for 212.83 feet; Thence Northeasterly, along the East right of way line of said Johnston Avenue and around a curve to the left having a radius of 848.13 feet and a delta angle of 37°-03'-58", the chord of which bears N-27°-57'-15"-E for 360.80 feet, for an arc distance of 366.94 feet to a point of the Northwest corner of Lot 1, aforesaid Carmelite Nuns Discalced, said point being the Southwest corner of Lot 8, Block 28 of Bon Air Estates as recorded in Deed Book 156, page 37, Probate Court Records, Mobile County, Alabama; Thence S-89°-59'-37"-E, leaving the East right of way line of said Johnston Avenue and along the North line of said Lot, for 194.04 feet to a point on the West line of aforesaid Lot 2; Thence N-00°-47'-07"-E, along the West line of said Lot 2, for 45.26 feet to the Northwest corner of said Lot 2; Thence S-89°-59'-37"-E, along the North line of said Lot 2, for 350.01 feet to the Point of Beginning, and containing 7.308 acres, more or less.
13' UNOPENED ALLEY
S89°59'37"E 150.0' ACT.
S89°59'37"E 594.04' ACT.
DISCALCED CARMELITE NUNS EXISTING LOT 2
S89°59'37"E 194.04' ACT.
S89°59'37"E 350.01' ACT.
N0°47'07"E 45.26' ACT.
S0°01'27"W 134.87' ACT.
SABBATH ST.
DAUPHIN ISLAND PARKWAY (FORMERLY FULTON SPEEDWAY) 152' R/W
JOHNSTON AVENUE 80' R/W
GIDEON STREET 60' R/W
HALLS MILL ROAD VARIES R/W VARIES
FARNELL ST.
P.O.B.
R=25.00'
L=45.59'
Δ=104°29'01"
R=848.13'
L=366.94'
Δ=37°03'58"
R=433.34'
L=180.52'
Δ=24°04'48"
R=25.00'
L=32.16'
Δ=73°42'12"
LOT 1
306889 S.F.
7.018 ACRES
DISCALCED CARMELITE NUNS
EXISTING LOT 1
LEGEND
PARCEL BOUNDARY
ADJOINING PROPERTY
FORMER LOT LINE
SET BACK LINES
EXISTING LOT LINE
FENCES
IRON PINS & PIPES AS NOTED
R/W-RIGHT OF WAY
CRS-LAWLER ½" CAPPED REBAR SET
CTF-CRIMP TOP IRON PIPE FOUND
REC-DEED RECORD DIMENSION
ACT-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
RF-IRON ROD (REBAR) FOUND
SITE
VICINITY MAP
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE TRAFFIC ENGINEERING DEPARTMENT:
TRAFFIC ENGINEER DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE COUNTY ENGINEERING DEPARTMENT
PURSUANT TO SEC. 11-52-30 (a), NO EASEMENTS OR RIGHTS OF WAY ACCEPTED FOR MAINTENANCE.
COUNTY ENGINEER DATE
OWNER:
CARMELITE NUNS DISCALCED, OWNER OF THE PROPERTY SHOWN HEREON, HEREBY BY ACCEPTS THIS DRAWING AS THE RECORD PLAT OF CARMELITE NUNS DISCALCED SUBDIVISION.
CARMELITE NUNS DISCALCED DATE
BY:
STATE OF MOBILE
COUNTY OF MOBILE
I THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF CARMELITE NUNS DISCALCED, OWNER OF CARMELITE NUNS DISCALCED SUBDIVISION SHOWN HEREON, IS SIGNED TO THE FOREGOING PLAT AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS INSTRUMENT, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF _____, 2013.
NOTARY PUBLIC
MY COMMISION EXPIRES
N
0 40 80 120
SCALE IN FEET
CERTIFICATION:
I, W. J. LAWLER, III, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
THIS THE 17TH DAY OF SEPTEMBER, 2013.
W. J. LAWLER, III PLS 17513
NOT VALID WITHOUT ORIGINAL RAISED SEAL
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36528
(251) 661-9411 FAX (251) 661-9177
REVISIONS
REVISED CARMELITE NUNS DISCALCED
RECORD SUBDIVISION PLAT
REF: COWLES, MURPHY, GLOVER & ASSOC. - GARY COWLES
DATE: 28 JUNE, 2022 SCALE: 1"=40' SHEET 01 OF 01
PROJ. NO. 22-095 DWG. No. 22-095-1

CALOGRIDES AUGUSTO JOHN & MARY CYNTHIA
3963 BYRONELL DR S
MOBILE, AL 36693

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

WILLIAMS MICHAEL H
6600 TILLMAN DR
MOBILE, AL 36619

DARR JAMES
23820 LIMERICK LN
DAPHNE, AL 36526

BLANKS BURTON & EARNESTINE
700 RUTH ST
MOBILE, AL 36606

LEAUBER SHAWN
450 BON SECOUR ST
FAIRHOPE, AL 36532

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
151 FOREMAN RD APT B6
MOBILE, AL 36605

GRAHAM JESSIE EARL & JESTAVIA TIAUNA GRAHAM C/O THERESA GRAHAM
1152 STEWART RD
MOBILE, AL 36608

WILLIAMS DONALD B, HELANA R N WILLIAMS-CALL, CHRISTOPHER E A WILLIAMS & PARKER N J WILLIAMS
5913 COTTAGE HILL RD
MOBILE, AL 36609

NOBLES ERRICK
P O BOX 50606
MOBILE, AL 36605

B & N ENTERPRISES LLC
5790 RIVERCHASE DR N
MOBILE, AL 36619

FAMILY DOLLAR STORES OF ALABAMA INC A CORPORATION
ATTN: REAL ESTATE TAX
500 VOLVO PKWY
CHESAPEAKE, VA 23320

DUMAS MARION C
3662 SURREY CT
MOBILE, AL 36693

STATE OF ALABAMA
718 JOHNSTON AVE
MOBILE, AL 36606

PETTWAY BOBBY D & CASANDRA
2053 BANKHEAD ST
MOBILE, AL 36607

CONWAY THOMAS L
P O BOX 3132
MOBILE, AL 36652

COLEMAN GLENN M
11384 SHANDON PARK WAY
WINDERMERE, FL 34786

SOUTHERN BAY LLC
11644 WALKER RD
IRVINGTON, AL 36544

PETTWAY BURL
3624 DIAL ST
MOBILE, AL 36612

HERRINGTON CHRISTOPHER
1469 HOUSTON ST
MOBILE, AL 36606

MADISON BRANDI & CHRISTOPHER E MADISON SR C/O MADISON BRANDI
708 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

SPECTRUM HODGES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

WILLIAMS TYTUS J & DIANE B WILLIAMS
2003 BANKHEAD ST
MOBILE, AL 36606

RIGBY SHOSHONI
711 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O ROBERT WILLIAMS JR
2805 RICHARDSON DR S
MOBILE, AL 36606

AUTRY JOSEPHUS SR & MATTIE P
701 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

LAMAR CYNTHIA W
709 JOHNSTON AVE
MOBILE, AL 36606

FREEMAN LENDORA H
707 JOHNSTON AVE
MOBILE, AL 36606

PKAY'S INVESTMENTS INC C/O SAMUEL WARREN
1813 LA PINE DR
MOBILE, AL 36618

BRIDGES PEGGY RAYMOND
700 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

ROSS SUSAN PURVIS 2/3 INT & OLIVER HAMILTON PURVIS III 1/3 INT
707 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

BURRELL MICHAEL & DERRIC BURRELL
750 COUNTRY LN
AXIS, AL 36505

KIDD KERMIT
1407 HUNTER'S RIDGE DR
MOBILE, AL 36695

SHALOM PROPERTY GROUP LLC
8602 FARRINGTON LOOP N
SEMMES, AL 36575

ISAAC NAKIA
3357 BROOKLYNS WAY W
SEMMES, AL 36575

STOUTAMIRE ERIC
1308 OLIVE ST
MOBILE, AL 36605

VU TAN THI THANH
1014 REGAL DR
MOBILE, AL 36609

D I P CENTER LLC
P O BOX 1565
LAWRENCEVILLE, GA 30046

H & P PROPERTY LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36693

SMITH BOYCE KEITH
1216 WESTBURY DR
MOBILE, AL 36609

FRANKLIN PRIMARY HEALTH
CENTER INC
P O BOX 2048
MOBILE, AL 36652

CHIN RICHARD
408 FREDERICK AVE
FAIRHOPE, AL 36532

PARTRIDGE DAVID & TAWANA MCNEIL PARTRIDGE
301 BROMLEY PLACE
MOBILE, AL 36606

EVANS HIRAM
PO BOX 6797
MOBILE, AL 36660

LEE DONALD R & ANGELA H LEE
1971 HALLS MILL RD
MOBILE, AL 36606

GHARIB NAZMY
3912 BAY FRONT RD
MOBILE, AL 36605

WILLIAMS FRONIE K C/O WILLIAMS FRONIE K
961 KENT ST
ALTADENA, CA 91001

BARZINJI ISMAIL
909 REGENTS DR W
MOBILE, AL 36609

SIPCO MOBILE LLC
3303 OVERTON TRAIL
BIRMINGHAM, AL 35243

ALLEN DAVID F
1102 HOUSTON ST
MOBILE, AL 36606

ROBINSON ALICE & AARON
5921 HEATHERWOOD CT
MOBILE, AL 36618

BROWN MYRLINE D & MINNIE M
753 JOHNSTON AVE
MOBILE, AL 36606

FOREIGN AUTO PARTS OF
MOBILE INC
713 HOLCOMBE AVE
MOBILE, AL 36606

PARKS JOYCE P
1366 AZALEA RD
MOBILE, AL 36693

DEES JERRY W SR
3705 LAKEFRONT DR
MOBILE, AL 36695

FOREIGN AUTO PARTS OF MOBILE INC
9665 BEACH RD
SARALAND, AL 36571

WHITE VALERIE
714 JOHNSTON AVE
MOBILE, AL 36606

WILSON ALVIN & INNES N HARDY C/O A & I PROPERTIES
P O BOX 6129
MOBILE, AL 36660

BAK INVESTMENTS INC AN UNDIVIDED 1/2 INT & BIG SWELL INC AS TRUSTEE OF
13 S FLORIDA ST
MOBILE, AL 36606

MCMILLIAN ANNIE RUTH
750 JOHNSTON AVENUE
MOBILE, AL 36606

THOMAS HENRY & GWENDOLYN E
755 JOHNSTON AVE
MOBILE, AL 36606

WILLIAMS ROBERT & MARY C/O VICTOR WILLIAMS
2125 PINE NEEDLE DR W
MOBILE, AL 36609

THOMPSON DOROTHY
716 JOHNSTON AVE
MOBILE, AL 36606

PLEZANT PROPERTIES INC
7060 AIRPORT BLVD
MOBILE, AL 36608

COWLES, MURPHY, GLOVER & ASSOC
457 ST. MICHAEL STREET
MOBILE, AL 36602

CARMELITE NUNS DISCALCED
716 DAUPHIN ISLAND PKWY
MOBILE, AL 36606

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/9/2022

Funding Source

Project # 753 Rebecca Drive - ME-037-22 **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
Demolition - 753 Rebecca Drive	Cover Memo	8/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/3/2022 - 12:14 PM
City Clerk	Gauthier, Lana	Approved	8/4/2022 - 3:39 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **753 REBECCA DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 6, 7, 8, and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **753 REBECCA DRIVE** described as:

LOT 2 2ND ADD TO CECELIA COURT MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 462

Last Assessed to: A & K PROPERTY SOLUTIONS LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

August 1, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 9, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **753 REBECCA DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **A & K PROPERTY SOLUTIONS LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 024 462
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

753 REBECCA DRIVE

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

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

Property Score			
Score	56	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-13-22

Noted 5-0 FOR DEMOLITION

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 06/07/2022

Property Address: 753 Rebecca Drive **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☐4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

08/01/2022

08/01/2022

08 01 2022

08/01/2022

08/01/2022

08/01/2022

08/01/2022

08 . 01 . 2022

08.01.2022

08 01 2022

08.01.2022

06.07.2022

06 07 2022

Affidavit of Mailed Notice

August 2, 2022

State of Alabama
County of Mobile

Subject Property – 753 Rebecca Drive.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Alfreda C. Maurin
Heirs of Johnnie & Retha Bolar
Littorah Bolar
1517 Gaynor Street
Mobile, AL 36605-4851

June 17, 2022

RE: **753 Rebecca Drive**
Project Number: ME-037-22

Dear Littorah Bolar:

On June 7, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 753 Rebecca Drive.

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

LOT 2 2ND ADD TO CECELIA COURT MBK 8 P 93 #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 462

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **August 1, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 1, 2022,** provide the Code Official with a work plan to accomplish the repairs by **August 1, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 1, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on August 9, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 753 Rebecca Dr. Date: June 16, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: June 8, 2022

Per the Title Report, the owner is: Fee Simple Interest: Heirs-at-Law & Next-of-Kin of Alfreda C. Maurin (DOD: 1/30/1973).

NOTE: Possible tax Interest or Unrecorded Deed/assessed in past to Johnnie & Retha Bolar, both deceased – their locatable heirs are listed below for notice.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Littorah Bolar 1517 Gaynor St Mobile, AL 36605-4851	Heir of Johnnie & Retha Bolar
2	Darrell Bolar 1631 Orchard Dr W Mobile, AL 36618-3312	Heir of Johnnie & Retha Bolar 251-923-9863
3	Sheila M. Bolar PO Box 70264 Mobile, AL 36670-1264	Spouse of Littorah and has paid taxes in the past Ph: 251-281-6109
4	Charles H. King, Jr. 4607 Sunset Dr N Mobile, AL 36608-2947	Possible Heir – poss. son of Alfreda Maurin

TAX STATUS:

5

A & K Properties, LLC
C/O Patricia Kiser
151 Pelham St.
Chickasaw, AL 36611-1222

Tax Lien Interest, paying taxes, assessed in their name

6

A & K Properties, LLC
C/O Patricia Kiser
753 Rebecca Dr.
Mobile, AL 36617-2672

Ph: 251-753-0325; 251-753-4697

Parties with recorded liens per Title Report: None.

Open Mortgages: None.

Lis Pendens: None.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council member C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

7/12/2022

Funding Source

Project # 1101 S. Broad Street - ME-021-22 **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
Demolition - 1101 S. Broad Street	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	7/6/2022 - 8:56 AM
City Clerk	Gauthier, Lana	Approved	7/7/2022 - 2:29 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1101 BROAD STREET SOUTH** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, and 8;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1101 BROAD STREET SOUTH** described as:

LOTS 1 & 2 & W 10 FT(S) LOT 3 RESUB MC QUILLAN TRT DBK 156/318 GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007

Parcel Number: 29 10 37 0 007 151

Last Assessed to: EVANS RUBY KENNEDY

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 5, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 12, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1101 BROAD STREET SOUTH.** OWNED BY OR MAY HAVE AN INTEREST: **EVANS RUBY KENNEDY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 37 0 007 151
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1101 S. BROAD STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N DEMOLITION/Contamination
Blight Zone	YES	Central Business District	N
Structure Type	R		
Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	N
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	DATE	Comments	
Property Score			
Score	62	Score Description	DEMO

On Hold for 30 days with Notice

REVIEW COMMITTEE

SECURE X

DEMOLITION X

APPROVAL DATE 3-7-22

Voted 3-1-1 For Demolition / Secure

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/09/2022

Property Address: 1101 S. Broad Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

07.05.2022

NOTICE
07.05.2022

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07.05.2022

07.05.2022

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Ruby Kennedy Evans
1507 Eslava Street
Mobile, Alabama 36605

May 17, 2022

RE: **1101 S. Broad Street**
Project Number: ME-021-22

Dear Ruby Kennedy Evans:

On May 9, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1101 S. Broad Street.

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

LOTS 1 & 2 & W 10 FT(S) LOT 3 RESUB MC QUILLAN TRT DBK 156/318 GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007

Parcel Number: 29 10 37 0 007 151

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **July 2, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 2, 2022,** provide the Code Official with a work plan to accomplish the repairs by **July 2, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 2, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 12, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

Affidavit of Mailed Notice

July 5, 2022

State of Alabama
County of Mobile

Subject Property – 1101 S. Broad Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson,
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

---UPDATE---

RE: 1101 S. Broad Street UPDATE Date: April 4, 2022

FROM: Rhonda D. Lewis, Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 3/17/22

Per the Title Report, the owner is: Ruby Kennedy Evans

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Ruby Kennedy Evans 1507 Eslava Street Mobile, Alabama 36605	Owner 251-471-5063
2 Ruby Kennedy Evans 1101 S. Broad St. Mobile, AL 36603-1006	Owner / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report:

WEED LIEN FILED BY CITY OF MOBILE VS. RUBY KENNEDY EVANS, RECORDED IN MO. CO. PROBATE CT. 3/1/2019, INST. # 2019010469

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Ruby Kennedy Evans, dated March 23, 2022 and recorded in Land Records Inst # 2022021402

Lis Pendens filed by the City of Mobile vs. Ruby Kennedy Evans, dated January 29, 2018 and recorded in Land Records Book 7598 at page 955.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

Authorize agreement with Telepak Networks Inc.

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Installation Roundabout	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/26/2022 - 4:43 PM
Capital	Rhodes, Brenda	Approved	9/27/2022 - 10:09 AM
Legal	Kern, Chris	Approved	9/27/2022 - 11:23 AM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:03 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, and any necessary amendments thereafter, between Telepak Networks Inc. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Telepak Networks, Inc.
Project Name:	McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street COM Project No. 2013-202-07 STPMB-7508(600)
Agreement:	Non-Reimbursable Agreement for Relocation of Utility Facilities on Private or Public Right-of-Way to be Performed by State Contractor

Adopted:

_____

City Clerk

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER STPMB-7508(600)

CITY NUMBER

CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Telepak Networks, Inc., hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7508(600) and consisting approximately of the following: McGregor Ave Widening from Airport Blvd to Dauphin Street and Installation of a Roundabout at Dauphin Street; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

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

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this _____ day of _____, 20____.

WITNESS:

Monica Nargassans

Telepak Networks, Inc.
(Legal Name of Utility)

BY: _____
(Signature)

Mark Rigney
(Type or Printed Name)

SVP Engineering & Development
(Type or Printed Title)

1018 Highland Colony Parkway
(Address)

Ridgeland, MS 39157
(Address)

769-230-5184
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF _____

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Trane US Inc for air conditioning unit at Springhill Rec Center.

CIP.

Amount of Contract:

$66,816.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220926 Trane Agenda Package POs	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 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.*

R E S O L U T I O N

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
15179	2022	(3035) FACILITY MAINTENANCE	TRANE AIR CONDITIONING CONDENSING AND AIR HANDLING UNITS FOR SPRINGHILL REC CENTER (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$66,816.00	(293908) TRANE US INC

Adopted:

_____

City Clerk

Bill To	Requisition 00015179-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TRANE US INC	MECHANICAL SYSTEMS
124 EAST I-65 SERVICE RD	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36607	MYRA.JACKSON@CITYOFMOBILE.ORG
Tel#251-295-1509	Delivery Reference
Fax 251-665-2920	MYRA JACKSON
	Deliver To
	MECHANICAL SYSTEMS
	850 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/22	293908	09/22/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER #OMNIA 15-JLP-023 COOPERATIVE PURCHASING AGREEMENT.			
001	HVAC EQUIP, ACC AND SUP NOC (1)	1.00	66816.00000	66816.00
	TRANE AIR HANDLING UNIT	EACH		
	PERFORMANCE CLIMATE CHANGER (UCCA)			
	MODEL #UCCAH30 200-208/60/3 INDOOR			
	UNIT; (2) TRANE CONDENSING UNITS			
	CU-1A, CU-1B 25 TON UNITARY SPLIT			
	SYSTEMS OUTDOOR MODEL #TTA30043CAB			
	AE00 R-410A REFRIGERANT			
	208-230/60/3			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0752 .CAPEQUIPMT. .			66816.00

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
MYRA JACKSON

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Bill To	Requisition 00015179-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TRANE US INC 124 EAST I-65 SERVICE RD MOBILE, AL 36607 Tel#251-295-1509 Fax 251-665-2920	MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference MYRA JACKSON Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/22/22	293908	09/22/22			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			66816.00

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

Account			Amount	Remaining Budget
E C0752	.CAPEQUIPMT.	.	66816.00	3184.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	66816.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	09/22/22	BRENDA RHODES	
Approved	09/22/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/22/22	RELYA MALLORY	Auto approved by: 910511034
Approved	09/26/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	09/26/22	DONALD ROSE	Approved by: 9105fola
Approved	09/26/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/26/22	KAREN NAMAN	Auto approved by: 910516727
Approved	09/26/22	JOHN PAINE	Auto approved by: 910516727
Approved	09/26/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Trane

Building Solutions

Overview

Contract Documentation

Solutions for Education

Energy Services

HVAC Equipment & Parts

Building Services

Sustainability

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

REQUEST CONTRACT INFORMATION

Introducing Synexis—born to fight airborne and on surface microbes. Learn how Trane can help with your IAQ!

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

Racine County, WI

Contract Number: 3341

September 1, 2022 through August 31, 2027

Option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and

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Accept Decline

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to IFB

Solicitation Process

- Original IFB Document
- IFB Addendum 1
- IFB Clarification 1
- Proof of Publication
- IFB Request List
- Historically Underutilized Business Outreach
- IFB Opening Documents

HVAC Products, Installation, Services and Related Products and Services

Harford County Public Schools, MD

Contract Number: 15-JLP-023

3-year initial term, October 1, 2015, through September 30, 2018
Option to renew for (2) additional (2) year periods

The contract is renewed for two (2) years, effective October 1, 2018, through September 30, 2020
The contract is renewed for two (2) years, effective October 1, 2020, through September 30, 2022
RENEWED THROUGH March 31, 2023

Executive Summary

- Uniform Guidance
- NJ LFN Packet

Contract Documents

- Trane Contract 15-JLP-023
- Trane Contract 15-JLP-023 Amendment - Bonds
- Parts Pricing
- Harford County Public Schools Contact Information
- Pricing Clarification
- Contract Renewal 1
- Contract Renewal 2
- Contract Extension

RFP Documents

- RFP 15-JLP-023
- RFP 15-JLP-023 Addendum 1
- RFP 15-JLP-023 Addendum 2
- RFP 15-JLP-023 Addendum 3
- RFP 15-JLP-023 Postings

Response Evaluation

- AZ Compliance

Energy Savings Performance Contracting Services

Port of Portland, OR

Contract Number: 1153

6-year initial term, December 1, 2017 - December 3, 2023
Option to renew for (1) additional (5) year period

Executive Summary

- Uniform Guidance

Contract Documents

- Trane Contract 1153
- Contract Amendment

RFP Documents

- RFP 2017-7473
- Schedule 1 Pricing Scenario
- Schedule 2 Pricing Scenario
- RFP 2017-7473 Addendum 1
- RFP 2017-7473 Addendum 2
- RFP 2017-7473 Addendum 3
- RFP 2017-7473 Postings

AZ Compliance

- AZ Compliance

Contact Information

Email: TraneCOOP@tranetechnologies.com
Phone: 832-551-7999
Fax: 972-243-1398

SUPPLIER WEBSITE

OMNIA PARTNERS

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

Contracts | Solicitations | About Us | Who We Serve | Resources | Contact Us | Careers

Privacy Policy | Terms of Use

HARFORD COUNTY
PUBLIC SCHOOLS
Inspire • Prepare • Achieve

Sean W. Bulson, Ed.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022

This contract renewal is made and entered into this 19th day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Bobbie Wilkerson
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 8/19/2019

TRANE

By: Alan L Fullerton
Signature

Name: Alan L. Fullerton

Title: Vice President - Sales

Date: 8/15/19

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

Barbara P. Canavan, Superintendent of Schools

Board of Education of Harford County – Board President

Signature

TRANE
Company Name

Authorized Contractor Signature

800 Beaty St.
Address

Contractor Witness

DAVIDSON, N.C. 28036
Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and

TRANE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 29th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and TRANE, U.S. , a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. **Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

B. Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.

C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.

D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:

a. The price proposal set forth in the final RFP response and all related Amendments

E. Invoicing. Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.

F. Insurance. Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.

G. Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.

H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

I. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

J. **Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

K. **Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

L. **Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by _____ 9/22/16
Superintendent of Schools **Date**

by _____ 9/21/16
Board of Education President **Date**

by _____ 9/27/16
Supervisor of Purchasing **Date**

SUPPLIER:

by _____ 8-13-15
General Manager **Date**
Greg Spencer

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

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.

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

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Chrysler Dodge Jeep Ram for 8 Dodge Durango Pursuit patrol vehicles for MPD.
General fund.

Amount of Contract:

$345,298.88

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220928 Stivers Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 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.*

R E S O L U T I O N

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
12156	2022	(F7000) MOTOR POOL	8 DODGE DURANGO PURSUIT PATROL VEHICLES FOR MPD (AL STATE CONTRACT)	$345,298.88	(298035) STIVERS CHRYSLER DODGE JEEP RAM

Adopted:

_____
City Clerk

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT T-191L MA#2200000003243-5 LINE 5			
	AS PER STATE OF ALABAMA CONTRACT T-191L, MA#220000003243-5 LINE 5			
001	POLICE PATROL VEHICLE AS SPECIFIED: 2022 DODGE DURANGO PURSUIT SUV WHITE IN COLOR, 5.7 LITER HEMI V-8 ENGINE WITH FUEL SAVER TECHNOLOGY	8.00 EACH	39627.36000	317018.88
	Additional Description Notes			
	2022 DODGE DURANGO PURSUIT SUV			
	ERB 5.7 LITER HEMI V-8 ENGINE			
	DFT 8 SPEED TRANSMISSION			
	ALL WHEEL DRIVE			
	PW7 WHITE KNUCKLE CLEAR COAT			
	MT8 DELETE LIFTGATE BADGE			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			317018.88

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	PW7 WHITE KNUCKLE CLEAR	8.00 EACH	0.00000	0.00
	Additional Description Notes --- WHITE KNUCKLE CLEAR FOR 2023 DODGE DURANGO			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To			

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
003	ENGINE/TRANSMISSION AS SPECIFIED: 5.7L V8 HEMI MDS VVT ENGINE FOR 2023 DODGE DURANGO. 8SPEED AUTO 8HP70 TRANS Additional Description Notes --- ENGINE/TRANSMISSION AS SPECIFIED: 5.7L V8 HEMI MDS VVT ENGINE FOR 2023 DODGE DURANGO. 8SPEED AUTO 8HP70 TRANS	8.00 EACH	0.00000	0.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
004	DELIVERY CHARGE $1.50 PER MILE	8.00 EACH	300.00000	2400.00

Additional Description Notes

DELIVERY CHARGE AS SPECIFIED FOR:
2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 2400.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

005	ADL SKID PLATE GROUP	8.00 EACH	330.00000	2640.00

Additional Description Notes

ADDITIONAL OPTIONS AS SPECIFIED:
SKID PLATE GROUP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			2640.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

006	LNA BLACK RIGHT LED SPOT LAMP	8.00 EACH	580.00000	4640.00

Additional Description Notes

ADDITIONAL OPTIONS AS SPECIFIED:
BLACK RIGHT LED SPOT LAMP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			4640.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
007	LNF BLACK LEFT LED SPOT LAMP	8.00 EACH	610.00000	4880.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: BLACK LEFT LED SPOT LAMP FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			4880.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 7

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
008	MT8 DELETE LIFTGATE BADGE	8.00 EACH	0.00000	0.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: DELETE LIFTGATE BADGE FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 8

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
009	XCS FOUR ADDITIONAL KEY FOBS	8.00 EACH	115.00000	920.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: FOUR ADDITIONAL KEY FOBS FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			920.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 9

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM 2209 COBBS FORD RD PRATTVILLE, AL 36066 Tel#706-315-7796	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
010	XPW FRONT & REAR WIRE HARNESS	8.00 EACH	1600.00000	12800.00
	Additional Description Notes --- ADDITIONAL OPTIONS AS SPECIFIED: FRONT & REAR WIRE HARNESS FOR 2023 DODGE DURANGO 4 DOOR SUV 5.7L V8 HEMI MDS VVT ENGINE 8SPEED AUTO 8HP70 TRANS			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			12800.00

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 345298.88

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

Account			Amount	Remaining Budget
E MP01530	.VEHICLEEXP.	.	345298.88	1112233.34

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	345298.88	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	07/05/22	CHARLES SUMRALL	PD, will ID the replacement un
Approved	09/28/22	CHARLES SUMRALL	
Approved	07/12/22	KINA ANDREWS	

Bill To	Requisition 00012156-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
STIVERS CHRYSLER DODGE JEEP RAM	MOTOR POOL
2209 COBBS FORD RD	745 BROAD STREET
	MOBILE, AL 36604
PRATTVILLE, AL 36066	CARTERD@CITYOFMOBILE.ORG
Tel#706-315-7796	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/27/22	298035	07/01/22			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/12/22	JAMES DELAPP		Auto approved by: 910515803	
	Approved	09/28/22	KINA ANDREWS		Auto approved by: 910520042	
	Approved	09/28/22	JAMES DELAPP		Auto approved by: 910520042	
	Approved	09/28/22	MARC VASSALLO		Replacement vehicles requiring	
	Rejected	09/26/22	JOHN PAINE		WILL NOT ALLOW ME TO CORRECT O	
	Approved	09/28/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/28/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/28/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/28/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	09/28/22	JOHN PAINE			
	Approved	09/28/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Dodge/Ram Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Chrysler Dodge Jeep Ram

Contract Code
MA220000003243

Linked Solicitation
Dodge/RAM Law Enforcement T191L

Sourcing Number
SRC0000009131

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Butch	Adkins	butchadkins57@aol.com	3344910701

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
8/15/2022

End Date
8/15/2023

Documents

- Updated Dodge-RAM_L E lines _T191L 8-15-22.pdf
- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM

- Dodge Law Enforcement Order Bank Dates.pdf

Item Name	Product Code		UOM
Dodge Charger PPV 3.6 AWD	220000003243-1	33,436.06	Each
Dodge Charger PPV 5.7 RWD	220000003243-2	33,872.38	Each
Dodge Durango PPV 3.6L	220000003243-4	37,195.28	Each
Dodge Durango PPV 5.7L Hemi	220000003243-5	39,627.36	Each
Ram 1500 SSV	220000003243-6	35,242.34	Each
Optional Equipment	220000003243-7	0.00	USD
Delivery	220000003243-8	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Truck Equipment Sales Inc for one Versalift digger derrick truck body on Freightliner chassis with Cummins engine.
General fund.

Amount of Contract:

$297,819.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220928 Truck Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:05 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.*

R E S O L U T I O N

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
14679	2022	(F7000) MOTOR POOL	DIGGER-DERRICK TRUCK FOR TRAFFIC ENGINEEERING (SEALED BID 5723)	$297,819.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL
4700 RANGELINE RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	DIGGER DERRICK AS SPECIFIED: 2022 OR NEWER CAB & CHASSIS W/DIGGER DERRICK BODY. VENDOR TO PROVIDE DIGGER/DERICK TRUCK ON A 2022 OR NEWER FREIGHTLINERM2 CHASSIS WITH CUMMINS ENGINE WITH A VERSALIFT DIGGER/DERRICK MODEL TMD2047B. UNIT TO BE DELIVERED WITHIN 365 DAYS FROM ISSUANCE OF PURCHASE ORDER. AS PER MY BID 35723 AND YOUR QUOTE	1.00 EACH	297819.00000	297819.00

Additional Description Notes

2022 OR NEWER CAB AND CHASSIS W/DIGGER DERRICK BODY. REQUESTED BY 2060 - TRAFFIC ENGINEERING.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .		297819.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 297819.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	297819.00	200415.40

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	297819.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	09/19/22	JOHN PAINE	GL Allocation changed
Approved	09/07/22	CHARLES SUMRALL	Spec were review by all partie
Approved	09/22/22	CHARLES SUMRALL	
Approved	09/07/22	KINA ANDREWS	Auto approved by: 910518527
Approved	09/07/22	JAMES DELAPP	
Approved	09/07/22	MARC VASSALLO	Auto approved by: 910518527
Approved	09/28/22	KINA ANDREWS	Auto approved by: 910520042
Approved	09/28/22	JAMES DELAPP	Auto approved by: 910520042
Approved	09/28/22	MARC VASSALLO	
Approved	09/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	09/28/22	DONALD ROSE	Auto approved by: 9105paij
Approved	09/28/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/28/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	09/28/22	JOHN PAINE	
Approved	09/28/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00014679-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL
4700 RANGELINE RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/22	208560	09/06/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/19/2022	5723	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, September 8, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-2	**DIGGER DERRICK POLE SETTING DEVICE MOUNTED ON 4 X 2 CHASSIS**					
	Digger Derrick Pole Setting Mounted on 2022 or Newer, 4 x 2 or Equal Chassis as per the following and attached specifications.					
	Digger Derrick Make _____ Model _____					
	Chassis Make _____ Model _____					
	Year _____ GVW _____					
	Provide Literature and Specification on product bid.					
	Upon award the City will purchase a minimum of (1) one Digger Derrick Pole Setting Device on a 4 x 2 Chassis.					
	Business License Required – See Instructions #14.					
	Vendor shall include in his price a minimum training of 1 day (8 hours) in the operation of aerial device and a minimum training of 1 day (8 hours) in the service and maintenance of aerial device.					
	Include certificate of origin or certificate of title as appropriate in your bid price.					
	Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

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

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2					

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing shall be good for a (3) three-month period from date of award.

TO BE AWARDED ALL OR NONE

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 competed order.

Digger Derrick

	YES	NO	COMMENTS
BASED ON 40" CHASSIS FRAME HEIGHT.			
1. Boom assembly consists of the lower boom, intermediate boom, upper boom, and extension system. The lower boom is constructed of high strength steel forming a 9.75" x 12.75" rectangular section. The intermediate boom is constructed of high strength steel forming an 8" x 10.13" rectangular section. The upper boom is constructed of high strength, filament wound, epoxy resin, fiberglass with a 7" x 9" rectangular section and incorporates a fiberglass tip. The extension system includes two double-acting hydraulic cylinders. Each cylinder incorporates dual counterbalance holding valves.			
2. Boom lift cylinders are or dual double-acting cylinders equipped with dual counterbalance holding valves and self-aligning spherical bearing. Each cylinder is capable of fully supporting the rated lifting capacity of the derrick.			
3. Turntable is constructed from 5/8" plate wings and a 1.5" thick base plate. The base plate is machined flat to support the rotation bearing.			
4. Rotation drive consists of a hydraulically driven worm and spur gear acting on a shear ball rotation bearing. The gearbox incorporates a load sense feature to measure the side loads applied to the boom.			
5. 15,000 lb. maximum capacity turntable winch consists of a worm gearbox, hydraulic motor, holding valve, and drum. At 40 GPM flow, the winch provides an average line speed of 35 fpm.			
6. Max Platform Capacity 25,000 lb			
7. Capacity at 10' radius 11,800 lb			

Horizontal Reach:

1. First Section 19' 10" _____ _____ _____
2. Second Section 28' 10" _____ _____ _____
3. Third Section 37" 10" _____ _____ _____

Sheave Height:

1. First section 30" 5" _____ _____ _____
2. Second Height 39' 4" _____ _____ _____
3. Third Section 48' 1" _____ _____ _____

Load Radius

1. First Section 4'1" _____ _____ _____
2. Second Section 5' 7" _____ _____ _____
3. Third Section 7' 2" _____ _____ _____

Dig Radius

1. First Section 17' 4" _____ _____ _____
2. Second Section 26' 4" _____ _____ _____
3. Hydraulic overload protection is purely hydraulic and uses no electronics or electrical components. The system senses the boom lift cylinder pressure and side loads at the rotation gearbox. When an overload condition is detected, the system disables the following:
   Digger dig, winch raise, boom lower, upper boom extend, and intermediate boom extend. _____ _____ _____
4. Transferable pole guide can be pinned to either the inner boom tip or the intermediate boom. The pole guides include hydraulic tilt and hydraulic operation of the pole claws. Holding valves are included to lock both cylinders in position. _____ _____ _____

5. Pole guide interlock prevents inner boom from extending unless either of the following conditions is satisfied:
   The pole guide tilt is fully raised.
   Or the pole guide is properly pinned to the upper boom.

6. Continuous rotation is continuous and unrestricted in either direction.

7. Pins, bearings, and lubrication - The main pivot and cylinder joints use high strength hard chrome plated steel pins with fiberglass reinforced Teflon non-lube bearings.

8. Open center hydraulic system uses a tandem gear pump system which supplies a combined 40 GPM for the digger and winch circuits and 15 GPM for the boom functions.

9. 50-gallon bulkhead mount reservoir includes cleanout, 10 microns return filter that can be replaced without draining the reservoir, dipstick, 100 mesh (149 micron) suction screen, gate valve, and magnetic drain plug.

10. Fiberglass insulation is certified for 46kV and below in accordance with ANSI A10.31 dielectric rating requirements.

11. 52 in. tall pedestal is a fabricated steel structure incorporating a 1.5" thick top plate which is machined flat to support the rotation bearing.

12. Sub-frame is full length and constructed of 6 x 6 square tubing and 5/16" plate.

13. Main outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 158" of spread and 7.9" of penetration based on a 40" frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate

operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 10 degrees each way.

14. Auxiliary A-frame outriggers are designed and constructed from high-strength steel. At maximum extension the outriggers provide 151" of spread and 6.1" of penetration based on a 40" frame height. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. Slide pads at each leg ensure smooth operation. The standard pivot feet swivel a minimum of 10 degrees each way.

15. Outrigger boom interlock system is designed to prevent the boom from operating until the outriggers contact the ground. It also prevents the outriggers from being retracted before the boom is properly stowed.

16. Outrigger motion alarm will sound while the outriggers are in motion.

17. Riding seat controls with T handle consists of a turntable mounted deck, seat, access ladder, and control console. Includes full pressure, full flow hydraulic controls with a single handle joystick for boom raise lower, rotate, and intermediate boom extend-retract. Additional hydraulic valve levers are included to control winch, dig, upper boom extend, pole guide tilt, and pole claw open-close.

18. Digger assembly consists of the digger hanger (which is automatically transferred from the lower boom to the intermediate boom when the auger is unstowed) and the auger stow bracket includes an over-stow protection valve.

19. Winch line is 1" diameter x 100 ft. Stable Braid

20. 7-ton rated swivel hook

21. Digger drive is two speed 12,000/3,000 ft-lb. with 2-5/8 in. hex

22. 72 in. Kelly Bar (auger extension) for 2-5/8 hex drive to 2-5/8 auger

23. Auger - 18 in. and 42 in. auger with Rock Ripper Head.

24. Auger stow sling with 7/8" diameter synthetic rope.

25. Digger/winch pressure gage on the control panel senses the pressure generated while using the digger and winch.

26. Boom load indicator gauge on the control panel senses the pressure generated in lower boom cylinders as a percentage of maximum.

27. Custom load capacity chart.

28. Winch line is 1" diameter x 100 ft. Stable Braid

29. 7-ton rated swivel hook

30. Digger drive is two speed 12,000/3,000 ft-lb. with 2-5/8 in. hex

31. 72 in. Kelly Bar (auger extension) for 2-5/8 hex drive to 2-5/8 auger

32. Auger - 18 in. and 42 in. auger with Rock Ripper Head.

33. Auger stow sling with 7/8" diameter synthetic rope.

34. Digger/winch pressure gage on the control panel senses the pressure generated while using the digger and winch.

35. Boom load indicator gauge on the control panel senses the pressure generated in lower boom cylinders as a percentage of maximum.

36. Custom load capacity chart. _____ _____ _____

37. Safety Manual are included with each aerial lift. _____ _____ _____

Line Body to the following specifications:

1. Transverse storage compartment accessible from either side of the truck with slide out drawers and hanging hooks. _____ _____ _____

2. Two (2) under body mounted 20" x 20" x 4" outrigger pad holder's on each side of truck, capable of holding two pads each. _____ _____ _____

3. Hot stick: 156 in. long with wood lined shelf and rear dropdown access door. _____ _____ _____

4. Tail shelf: 30 in. tread plate tail shelf. _____ _____ _____

5. Rear lighting: 9-lamp light bar installed at rear of tail shelf and rubber mounted recessed rear lighting kit with LED lights. _____ _____ _____

6. Wheel chock storage: - One (1) each side built into wheel wells. _____ _____ _____

Installation to include the following:

1. Install and powder coat line body to match cab and chassis. No-skid treadplate on the floor, black. _____ _____ _____
2. Install back up alarm, park brake interlock and slope indicators. _____ _____ _____
3. Install quick disconnects with dust caps at the ground tool power. _____ _____ _____
4. Relocate glad hands to the rear of the body for airbrake lines. _____ _____ _____
5. Install 3-point grounding system.
6. Install a ground reel with 50' of 1/0 black cable. _____ _____ _____

7. hydraulic hose reel with 50' of non-conductive hose at rear of truck compatible with tools. _____ _____ _____

8. Install two (2) amber strobe lights off of the lower boom rest. _____ _____ _____

9. Install amber and white LED strobing flashers in the front of the truck and rear of the truck to operate independently from other lights normally included with truck. _____ _____ _____

10. Install a BP100A 15-ton pintle hitch, two (2) safety "D" rings, 6 prong and 7 prong trailer receptacles suitable for pulling a trailer using electric brakes. _____ _____ _____

11. Install ICC rear bumper. _____ _____ _____

12. Install start/stop switch at the rear of the body. _____ _____ _____

13. Install a single pole rack with ratchet tie down straps. _____ _____ _____

14. Include hydraulic impact gun w/ 3/4" anvil compatible with truck tool circuit and quick connects. _____ _____ _____

15. Include hydraulic pole tamper compatible with truck tool circuit and quick connects. _____ _____ _____

16. Install mud flaps, electronic brake controller _____ _____ _____

17. Furnish fire extinguisher and a 3-piece triangle reflector kit _____ _____ _____

18. Furnish four (4) wooden outrigger pads and two (2) rubber wheel chocks _____ _____ _____

19. Test ride completed unit for 1 hour _____ _____ _____

20. Test and Certify per ANSI A92.2 _____ _____ _____

21. Final overall ride height with boom stowed on chassis shall not be over 13' 6" _____ _____ _____

Truck Chassis

1. **GVWR** 26,001 to 33,000 lbs.
2. **Power/ Drivetrain** 8.9 Liter, 260-350 HP, 660-1150 lb-ft of Torque
3. Class 7
4. **Starting & Charging** Multiplex Electrical System with Centralized Power Distribution Incorporating Plug-In Style Relays & Circuit Protection for Serviceability
5. 12 Volt lighting System with Circuit Protection
6. Circuits Numbered and Color Coded
7. Key Switch Start and Shutdown
8. 130 Amp Brushless Alternator
9. 12 Volt Starter
10. Two Dual Purpose Batteries
11. Horizontal Muffler/DPF/SCR and Tailpipe
12. **Transmission Options**
    - 6 Speed Automatic Transmission
    - PTO Option
13. **Frame/ Axle/ Suspension /Brakes**
    - Frame - 10 5/8" Steel- 120,000 psi - Heat Treated
    - Front Axle 10,000 lb.
    - Front Springs - Taper leaf with Shocks, 10,000 lb.
    - Rear Axle - 21,000 lb., Single Rear Axle
    - Rear Suspension - 20,000 lb. to 31,000 lbs.
    - Brakes – Air
    - ABS System – Bendix

14. **Wheels/ Tires**
    - Wheels - Steel 22.5"
    - Tires - 295/75R22.5 R250F
    - Must be suitable for intended application of Digger Derrick configuration.
15. **Fuel Tanks**
    - Steel - Rectangular 45 Gallon
16. **Battery Boxes / Bumpers**
    - Steel Battery Box w/ Aluminum Step Cover
    - Utility Winch Front Bumper - Example: Braden PD-18
17. **Cab / Hood / Interior**
    - Cab - Aluminum and Composite
    - Hood - 4 Piece SMC - Sloped Aerodynamic Hood
    - Standard Pinnacle Vinyl Headliner and Cab Back Panel
    - Air Cushion Plus Intermediate Back Driver Seat
    - Two Person Bench Seat
    - Manual or Power Door Locks
    - Driver and Passenger Side Manual or Electric Window
    - Rear Cab Window
    - Back-Up Alarm
    - Daytime Running Lights
    - Adjustable Tilt Steering Column
    - Finish Paint is to be Urethane White

Delivery of Completed Unit

Mounting the Aerial Device and Body and all Accessories on Chassis meeting minimum requirements and suitable for the type and size of truck.

All hydraulic tools and accessories to be tested for proper operation before completed truck leaves the manufacturing facility

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:10/11/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quick Buildings LLC for roof, ceiling, window, and floor upgrades to MFRD drill center portable building.

Capital construction.

Amount of Contract:

$48,672.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20220928 Quick Agenda Package POs	Cover Memo	9/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:04 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.*

R E S O L U T I O N

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
15084	2022	(3032) ARCHITECTURAL ENGINEERING	ROOF, CEILING, WINDOW, AND FLOOR UPGRADES TO MFRD DRILL CENTER PORTABLE BUILDING (SEALED BID 5683)	$48,672.00	(290398) QUICK BUILDINGS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5683 AND YOUR QUOTE			
001	SINGLE ANGLE MANSARD WITH CON DRAINS & EXPOSED DOWNSPOUTS IN LIEU OF THE FALSE MANSARD (12" OVERHANGS ON ALL 4-SIDES. BOTH OUTSIDE MODULES WILL BE APPROXIAMTELY 12'-10" WIDE MODULES***INCLUDES COST FOR ADDITIONAL FREIGHT OVER WIDTH)	1.00 EACH	14363.00000	14363.00
	Additional Description Notes			
	PER YOUR PROPOSAL DATED 09.07.22			
	TO BE DELIVERED AND SET UP AT THE CITY OF MOBILE FIRE DEPARTMENT DRILL CENTER ON OWENS STREET.			
	FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @ 251.802.2436			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			14363.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
004	T-GRID CEILING WITH 40 MIL WHITE EPDM ROOF IN LIEU OF THE C-SPRAY CEILING	1.00 EACH	22776.00000	22776.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			22776.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	SKIRTING (HARDIPANEL SIERRA	1.00	5833.00000	5833.00

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MATERIAL AND LABOR)	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			5833.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	36X60 WINDOWS IN LEIU OF 24X54 WIMDOWS	1.00 EACH	782.00000	782.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			782.00

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 4

Vendor	Ship To
QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	DOUBLE 5/8" FLOOR DECKING ILO SINGLE LAYER 3/4" DECKING	1.00 EACH	4918.00000	4918.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0474 .CONSTRUCTN. .			4918.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 48672.00

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

Account			Amount	Remaining Budget
E C0474	.CONSTRUCTN.	.	48672.00	20121.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	48672.00	
CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION		

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

Activity	Date	Clerk	Comment
CCancelled	09/27/22	JOHN PAINE	Requisition item removed chang
CCancelled	09/27/22	JOHN PAINE	GL Allocation changed
Approved	09/20/22	JEREMY LAMI	Auto approved by: 910512538
Approved	09/20/22	BARRY GLISSON	Approved Per Chief Lami
Approved	09/20/22	JAMES FRANK	Auto approved by: 910512538
Approved	09/27/22	JEREMY LAMI	Auto approved by: 910512538
Approved	09/27/22	BARRY GLISSON	Approved Per Chief Lami
Approved	09/27/22	JAMES FRANK	Auto approved by: 910512538
Approved	09/20/22	BRENDA RHODES	
Approved	09/20/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	09/20/22	RELYA MALLORY	Auto approved by: 910511034

Bill To	Requisition 00015084-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor
QUICK BUILDINGS LLC
703 MERWINA AVE

MOBILE, AL 36606

Tel#251-471-8012
Fax 251-473-4403

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/27/22	BRENDA RHODES			
	Approved	09/27/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	09/27/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	09/28/22	DONNA MICHELE STANLEY		Auto approved by: 9105paij	
	Approved	09/28/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/28/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/28/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	09/28/22	JOHN PAINE			
	Approved	09/28/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

ADDENDUM

CITY OF MOBILE BID #5683 FOR
PORTABLE /TEMPORARY BUILDING
FOR CLASSROOM & OFFICE

May 20, 2022

RE: City of Mobile Bid #5683 for Right of Way Ditch Mowing Services

Please consider the following to be ADDENDUM to City of Mobile Bid #5683 for PORTABLE /TEMPORARY BUILDING FOR CLASSROOM & OFFICE.

I've attached a floor plan; is this what the City is wanting? The City is open on floor plan.

Where will the building be located: Mobile Fire Rescue Training Center, 860 Owens St, Mobile, 36604.

What are the ground conditions? Firm, level.

What is the appropriate wind load? Floor Load? Floor load 50PSF average, wind load 30PSF 110MPH Max modular build must be wind load rated for location. Wind load depends on location of site, state regulated for state approved module or building.

What is the term for the lease? Month to month makes little sense when the mobilization and demobilization is quite expensive. Minimum one year if we decide to lease.

What is the minimum term? Maximum Term? Do you want a lease purchase price? Lease maximum three years. No lease/purchase price, will be outright purchase if not lease/rental will be acceptable. No Wood.

If the building is new, is this building for this fiscal year 22/23? Yes.

Do you require a bid bond? No.

What material do you want for the steps? Aluminum steps and ramp.

If the building is new and you desire to purchase, do you have specifications for the exterior siding, roof, interior floor, walls, ceiling? We are not specifying what exterior is on building. Should last a minimum of three (3) years.

Building is in A.E. 100-year flood zone. Bidder must provide elevation certificate.
Vendor must be able to provide stamped approved plans by the Alabama Manufactured Housing Commission for submission to Build Mobile Permitting Section for review.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/sd

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

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: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
5/11/2022	5683	ARCHITECTURAL ENGINEERING	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. THURSDAY, JUNE 2, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
1 EACH	**PORTABLE / TEMPORARY BUILDING FOR CLASSROOM & OFFICE** Portable/Temporary Building for Classroom with minimum size of approximately 60' x 48'. Building should have a minimum of 2 restroooms, 8 office areas, and a large open area to be used as a classroom. Building to be provided with steps and ADA Ramp. Vendor will be responsible to deliver the building, set up, block up and anchor the building site. This will include providing and setting steps and ramps. The City of Moile will make the final connections for electrical, fresh water and wastewater connections. The structure can be new or like new. Vendor will need to provide full description of the condition of the building(s) to be provided. The City reserves the right to inspect the building prior to award and issuance of the purchase order. The City will either purchase the structure out right or rent the structure on a month-to-month basis depending upon which option in the City's sole discretion is of the better value to the City's needs. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

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.

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 2 of 3

PRICING

RENTAL

MONTHLY RENTAL – Include in monthly price:
the Building, Steps, Ramps, & any additional items.

INSTALLATION COST – To Include delivery, blocking & anchoring. City will make electrical plumbing connections.

REMOVAL COST – To remove & transport building away from site.

PURCHASE OF THE BUILDING OUTRIGHT
Include Building, Steps, Ramps, Shipping/Delivery, Setting Up Building, Blocking & Anchoring of the Building.
Providing, Setting & Anchoring of Steps & Ramps.
The City will make final electrical & plumbing connections.

Vendor may quote alternate rental or purchase options, or only rental or only purchase option(s). You may use additional sheets.

Vendor shall provide literature & specifications on structure to be provided as well as the condition of the structure.

You may list additional quote options on additional sheets.

Vendor will be required to provide to provide Engineer Drawings of the structure done by an Engineer licensed in the State of Alabama prior to final award.

Vendor will need a City of Mobile Business License.
See Item 14 on reverse of page 1.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business Licenseand Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Questions answered by empoyees other than the Purchasing Department will not be official and will not be honored. Only answers by the Purchasing Agent will be official. Questions to and answered by members of the Fire Department will not be official or honored.

THE ABOVE TO BE AWARDED ON ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

Approximate minimum size 60'x48'

Two (2) Bathrooms

Eight (8) Spaces for offices

One (1) Large Open Area for Classroom

One (1) Set of Stairs

One (1) Set ADA Compliant Ramp

To Be Heated & Cooled – Central HVAC Unit w/Control

To Have Electrical Connections

To Have Hurricane Tie Downs

Anchors for Hurricane Tie Downs

Delivery, Set Up, Installation & Anchoring to be included.

New or Like New Condition

The following will need to be provided by the Vendor to the City of Mobile prior to the award of the bid:

1. Street Ticket
2. Building Permit Application
3. Modular/Manufacture Building Plans
4. Site Plan/Plat Plan
5. Tie down/Foundation detail/Specification
6. Entry Details/Specification

For the Land Disturbance Review please include:

1. Construction stamped and signed by an Alabama Professional

The forms can be obtained from the City of Mobile Build Mobile Permitting and Development Division.
These forms may be found at:
https://www.buildmobile.org/forms-and-applications/

For questions on the permitting process with the above forms, contact Build Mobile at (251)208-5895.

There are additional forms to be completed, but the above forms will be required of the Vendor. The City will handle any other required forms.

For more information on the above requirements, contact Build Mobile and speak with Frank Palumbo or David Porter. Tell them you are working on a bid for the Fire Department Portable Building (251)208-5895.

PRICING INFORMATION

Building Brand _____

Model _____

Size _____

Price to Purchase _____

Monthly Rental
If Rented _____

Delivery & Set Up
Whether Purchase
or Rental _____

Removal
If Rental _____

NOTE: Price to purchase or rent should include the steps and ramps. Individual pricing of, or monthly rental pricing of ramps and steps is not acceptable.

NOTE: City will make final electrical and plumbing connections.

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:10/11/2022

Submitted by:

Nick Amberger PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilwoman Gina Gregory

Purpose and Scope of Project:

To accept a contract with John G. Walton Construction Company Inc.

Amount of Contract:

$1,767,061.96

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4051

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	9/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/26/2022 - 2:06 PM
Capital	Rhodes, Brenda	Approved	9/26/2022 - 2:44 PM
Legal	Kern, Chris	Approved	9/27/2022 - 11:23 AM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:03 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2018 PAYGO North McGregor Ave Reconstruction COM Project #2019-3005-19

PROJECT #: C0435 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Sidewalks, Curbing, Drainage, Utilities, Road Construction, Asphalt Paving

CONTRACT AMOUNT: $1,767,061.96

VENDOR NAME: John G. Walton Construction Company, Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

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% _____ 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: Jessica White **Date** 9/26/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilwoman Gina Gregory

WHEREAS, bids for sidewalks, curbing, drainage, utilities, road, construction, asphalt paving for district 7 were received and opened on August 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company Inc., in the amount of $1,767,061.96.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, 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 contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: 2018 PAYGO North McGregor Ave. Reconstruction

Project Number: 2019-3005-19

Amount: $1,767,061.96

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2018 PAYGO
NORTH McGREGOR AVE
RECONSTRUCTION

PROJECT NO. 2019-3005-19

BID DATE – AUGUST 17, 2022

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Instructions to Bidders II

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Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

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Supplemental Specifications X

Location ..... Attachment A
Contractor's Insurance Certifications ..... Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C
Project Closeout Certifications, Affidavits & Requirements ..... Attachment D
Sign Details ..... Attachment E
Project Addendums ..... Attachment F
Tax Exemption ..... Attachment G

INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, August 17, 2022 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2019-3005-19
Project:	2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION
Project Description:	SIDEWALKS, CURBING, DRAINAGE, UTILITIES, ROAD CONSTRUCTION, ASPHALT PAVING

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars ($75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, August 15, 2022.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, August 10, 2022 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.***

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) major classification or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project No: 2019-3005-19
Project Name: 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION
Project Description: SIDEWALKS, CURBING, DRAINAGE, UTILITIES
Major work items include: Sidewalk, curb and gutter

The Bidder further agrees to construct the improvements in 200 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, August 10, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Thirty Two Thousand One Hundred Seventeen Dollars and Four Cents	$32,117.04	$32,117.04
206-C1	867	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	$13.06	$11,323.02
206-C2	1328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Seventeen Dollars and Thirty Nine Cents	$17.39	$23,093.92
206-D1	13	LF	REMOVING PIPE (ALL SIZES)	Sixty Six Dollars and Ninety Eight Cents	$66.98	$870.74
206-D2	688	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	$10.45	$7,189.60
206-D3	369	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	$13.06	$4,819.14
206-D4	355	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Dollars and Sixty Five Cents	$20.65	$7,330.75
206-E1	3	EA	REMOVING INLET	Eight Hundred Seventy Dollars and Seventy One Cents	$870.71	$2,612.13
206-E2	7	EA	REMOVING INLET (PARTIAL)	Eight Hundred Seventy Dollars and Seventy One Cents	$870.71	$6,094.97
206-E3	2	EA	REMOVING EXISTING LIGHT FIXTURE AND POLE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$5,750.00
210-A	921	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	$45.60	$41,997.60

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
210-D	737	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Three Cents	$47.03	$34,661.11
214-A	165	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$21,722.25
230-A	17	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.17
301-A1	2060	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Seven Cents	$56.07	$115,504.20
301-A2	2060	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Three Dollars and Five Cents	$33.05	$68,083.00
401-A	991	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$2,863.99
408-A	5419	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Five Dollars and Twenty Six Cents	$5.26	$28,503.94
429-A	532	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Fifty One Dollars and Seventy Five Cents	$151.75	$80,731.00
429-B	165	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$64,442.40
430-B	50	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$4,174.00
502-A	700	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	$2.76	$1,932.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
530-A	40	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	$139.28	$5,571.20
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	$456.48	$1,825.92
533-A2	16	LF	18" STORM SEWER PIPE (CLASS 3 R.C.)	One Hundred Fifty Eight Dollars and Twenty Two Cents	$158.22	$2,531.52
533-A3	8	LF	24" STORM SEWER PIPE (CLASS 3 R.C.)	Two Hundred Forty Nine Dollars and Eighteen Cents	$249.18	$1,993.44
600-A	1	LS	MOBILIZATION	One Hundred Fifty Four Thousand Five Hundred Seventy Three Dollars and Eighty Three Cents	$154,573.83	$154,573.83
614-B	1	CY	REINFORCED SLOPE PAVING	Eight Hundred Sixty Two Dollars and Fifty Cents	$862.50	$862.50
618-A1	1715	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$128,196.25
618-A2	358	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$30,877.50
618-B1	195	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$16,818.75
618-B2	149	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$12,851.25
618-D	22	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$36,685.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-E	22	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$12,650.00
620-A1	3	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$8,625.00
620-A2	9	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$8,228.25
621-A1	1	EA	JUNCTION BOXES, TYPE 1	Three Thousand Five Hundred Eighty Six Dollars and Fifty Cents	$3,586.50	$3,586.50
621-A2	1	EA	JUNCTION BOXES, TYPE 1 (SPECIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27
621-A3	2	EA	JUNCTION BOXES, TYPE 1 (MODIFIED)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Eight Cents	$3,852.28	$7,704.56
621-C1	1	EA	INLETS, TYPE S3 (0-WING)	Seven Thousand Six Hundred Thirty Nine Dollars and Sixty One Cents	$7,639.61	$7,639.61
621-C3	1	EA	INLETS, TYPE S3 (2-WING)	Seven Thousand Twenty Three Dollars and Thirteen Cents	$7,023.13	$7,023.13
621-C4	2	EA	INLETS, TYPE S3 (0-WING) (PARTIAL)	Four Thousand One Hundred Thirty Eight Dollars and Thirty One Cents	$4,138.31	$8,276.62
621-C5	3	EA	INLETS, TYPE S3 (1-WING) (PARTIAL)	Four Thousand Seven Hundred Forty Eight Dollars and Seventy Nine Cents	$4,748.79	$14,246.37
621-C6	1	EA	INLETS, TYPE S3 (SPECIAL)	Seven Thousand Twenty Three Dollars and Thirteen Cents	$7,023.13	$7,023.13

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C7	1	EA	INLETS, TYPE W	Seven Thousand Eleven Dollars and Thirty Three Cents	$7,011.33	$7,011.33
621-C8	1	EA	INLETS, TYPE W (PARTIAL)	Six Thousand Six Hundred Seventy Dollars and Fifty Four Cents	$6,670.54	$6,670.54
621-C9	2	EA	INLETS, TYPE X	Five Thousand Sixteen Dollars and Two Cents	$5,016.02	$10,032.04
623-A	743	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$32,469.10
623-B1	190	LF	CONCRETE CURB, TYPE N	Forty Dollars and Twenty Five Cents	$40.25	$7,647.50
623-B2	60	LF	CONCRETE CURB, TYPE N (SPECIAL)	One Hundred Forty Three Dollars and Seventy Five Cents	$143.75	$8,625.00
623-B3	122	LF	CONCRETE CURB, TYPE A	Forty Dollars and Twenty Five Cents	$40.25	$4,910.50
623-B4	89	LF	CONCRETE CURB, TYPE E (MODIFIED)	Forty Six Dollars and No Cents	$46.00	$4,094.00
623-C1	2408	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$64,582.56
623-C2	59	LF	COMBINATION CURB & GUTTER, TYPE C (SPECIAL)	One Hundred Twelve Dollars and Seventy Cents	$112.70	$6,649.30
637-A	240	LF	FENCE RESET	Forty One Dollars and Twenty Seven Cents	$41.27	$9,904.80

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
649-A	90	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	$32.26	$2,903.40
650-A	225	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	$143.24	$32,229.00
652-C	0.5	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$186.88
654-A	2000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$10,460.00
660-D1	9	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	$1,076.15	$9,685.35
660-D2	9	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Four Cents	$4,039.54	$36,355.86
663-C	200	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	$6.24	$1,248.00
665-E	1500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$2,160.00
665-G	40	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$414.00
665-J	1000	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$4,030.00
665-O	1000	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$1,150.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-Q	250	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$1,870.00
665-P	15	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$7,762.50
674-A	150	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Cents	$7.80	$1,170.00
690-A	2	EA	PROJECT SIGN	One Thousand Four Hundred Ninety Four Dollars and Sixty Nine Cents	$1,494.69	$2,989.38
701-A1	0.77	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$5,135.90
701-A2	0.76	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$5,069.20
701-B	461	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$797.53
701-G2	1527	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$1,756.05
703-A	45	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$336.60
705-A1	156	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	$6.33	$987.48
705-A2	20	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	$6.33	$126.60

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A3	25	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$158.25
705-A4	175	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	$6.33	$1,107.75
740-B	750	SF	CONSTRUCTION SIGNS	Ten Dollars and Fifty Eight Cents	$10.58	$7,935.00
740-C	90	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	$13.23	$1,190.70
740-D	125	EA	CHANNELIZING DRUMS	One Hundred Sixteen Dollars and Forty Five Cents	$116.45	$14,556.25
740-E	50	EA	CONES (36 INCHES HIGH)	Forty Six Dollars and Seventy Nine Cents	$46.79	$2,339.50
740-F	7	EA	BARRICADES, TYPE III	Six Hundred Thirty Dollars and Three Cents	$630.03	$4,410.21
740-I	2	EA	WARNING LIGHTS, TYPE B	Three Hundred Fifteen Dollars and Thirty Nine Cents	$315.39	$630.78
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
742-A	3	EA	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Six Thousand Eight Hundred Seventy Seven Dollars and Thirty Four Cents	$6,877.34	$20,632.02
745-A	80	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$4,140.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
749-A	1	EA	RRFB PEDESTRIAN CROSSWALK SYSTEM	Forty Three Thousand Seven Hundred Forty Dollars and Twenty Five Cents	$43,740.25	$43,740.25
750-A	12	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	$5,584.00	$67,008.00
750-C	12	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	$6,293.32	$75,519.84
750-E1	40	LF	METALLIC CONDUIT, 1 ¼ INCH	Sixty Five Dollars and Thirty Five Cents	$65.35	$2,614.00
750-E2	2036	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Fifty Three Dollars and Thirty Three Cents	$53.33	$108,579.88
750-F1	1063	LF	CONDUCTOR WIRE, 1/0	Nine Dollars and Ninety Four Cents	$9.94	$10,566.22
750-F2	575	LF	CONDUCTOR WIRE, #4	Five Dollars and Ninety Eight Cents	$5.98	$3,438.50
750-F3	488	LF	CONDUCTOR WIRE, #6	Four Dollars and Forty Six Cents	$4.46	$2,176.48
750-I	1	EA	LIGHTING CONTROL CENTER, TYPE WP	Thirty One Thousand Four Hundred Forty Six Dollars and Thirty Six Cents	$31,446.36	$31,446.36

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
999-X	50	SY	RESIDENTIAL ASPHALT DRIVEWAY	One Hundred Nineteen Dollars and Eighty Three Cents	$119.83	$5,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00

TOTAL BASE BID	**One Million Seven Hundred Sixty Seven Thousand Sixty One Dollars and Ninety Six Cents**	**$1,767,061.96**

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Three Thousand Two Hundred Eleven Dollars and Seventy One Cents	$3,211.71	$3,211.71
408-A	2034	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Ten Dollars and Thirty Four Cents	$10.34	$21,031.56
429-A	168	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Seventy Eight Dollars and Sixty Six Cents	$178.66	$30,014.88
600-A	1	LS	MOBILIZATION	Thirteen Thousand Five Hundred Forty Eight Dollars and Seventy Six Cents	$13,548.76	$13,548.76
618-A1	119	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$8,895.25
665-Q	50	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$374.00
701-A1	0.21	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,400.70
701-A2	0.28	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,867.60
701-B	85	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$147.05
701-G1	109	LF	BROKEN WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$125.35
701-G2	595	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$684.25

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-B	30	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$224.40
705-A1	130	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	$6.33	$822.90
705-A4	61	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	$6.33	$386.13
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Two Thousand Dollars and No Cents	$2,000.00	$2,000.00
			TOTAL ADDITIVE BID 1	**Eighty Four Thousand Seven Hundred Thirty Four Dollars and Fifty Four Cents**		**$84,734.54**

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	$16,058.52	$16,058.52
206-C2	328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Eighteen Dollars and Forty Seven Cents	$18.47	$6,058.16
206-D2	84	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	$26.12	$2,194.08
206-E2	1	EA	REMOVING INLET (PARTIAL)	Two Hundred Sixty One Dollars and Twenty One Cents	$261.21	$261.21
210-A	392	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	$45.60	$17,875.20
210-D	316	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Four Cents	$47.04	$14,864.64
214-A	105	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$13,823.25
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.05
301-A1	474	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Twenty Four Cents	$56.24	$26,657.76
301-A2	474	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Five Cents	$36.35	$17,229.90
401-A	187	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$540.43

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
408-A	923	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eleven Dollars and Forty Cents	$11.40	$10,522.20
429-A	91	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	Two Hundred Fifteen Dollars and No Cents	$215.00	$19,565.00
429-B	31	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$12,107.36
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$2,087.00
530-A	16	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	$139.28	$2,228.48
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	$11.50	$2,875.00
600-A	1	LS	MOBILIZATION	Thirty Six Thousand Eight Hundred Twenty Five Dollars and Ninety Six Cents	$36,825.96	$36,825.96
618-A1	368	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$27,508.00
618-A2	48	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$4,140.00
618-B1	26	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$2,242.50
618-B2	103	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$8,883.75

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-D	2	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$3,335.00
618-E	2	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$1,150.00
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27
621-C2	1	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Thirteen Cents	$6,448.13	$6,448.13
623-A	267	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$11,667.90
623-C1	605	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$16,226.10
650-A	50	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	$143.24	$7,162.00
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$5,230.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$720.00
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$207.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$748.00
665-P	2	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$1,035.00
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Nine Dollars and Thirty Six Cents	$9.36	$234.00
701-A1	0.17	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,133.90
701-A2	0.17	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,133.90
701-G2	51	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$58.65
705-A3	11	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$69.63
740-B	232	SF	CONSTRUCTION SIGNS	Ten Dollars and Thirty Five Cents	$10.35	$2,401.20
740-C	10	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	$13.23	$132.30

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-D	125	EA	CHANNELIZING DRUMS	Seven Dollars and Fifty One Cents	$7.51	$938.75
740-E	50	EA	CONES (36 INCHES HIGH)	Eight Dollars and Thirty Five Cents	$8.35	$417.50
740-F	7	EA	BARRICADES, TYPE III	One Hundred Seventeen Dollars and Forty Cents	$117.40	$821.80
740-I	2	EA	WARNING LIGHTS, TYPE B	Two Hundred Five Dollars and Eighteen Cents	$205.18	$410.36
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$1,293.75
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Three Thousand Dollars and No Cents	$3,000.00	$3,000.00

TOTAL ADDITIVE BID 2	**Three Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and Fifty Three Cents**	**$315,764.53**

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	$16,058.52	$16,058.52
206-C1	254	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	$13.06	$3,317.24
206-C2	1285	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	$13.06	$16,782.10
206-D1	10	LF	REMOVING PIPE (ALL SIZES)	Sixty Seven Dollars and Five Cents	$67.05	$670.50
206-D2	500	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	$10.45	$5,225.00
206-D3	29	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	$26.12	$757.48
206-D4	121	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Six Dollars and Twelve Cents	$26.12	$3,160.52
206-E1	2	EA	REMOVING INLET	Four Hundred Thirty Five Dollars and Thirty Six Cents	$435.36	$870.72
210-A	189	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Fifty Nine Cents	$45.59	$8,616.51
210-D	272	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Thirty Five Dollars and Sixty Cents	$35.60	$9,683.20
214-A	75	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	$131.65	$9,873.75

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	$0.01	$0.05
301-A1	439	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Five Dollars and Ninety Seven Cents	$55.97	$24,570.83
301-A2	439	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Seven Cents	$36.37	$15,966.43
401-A	175	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	$2.89	$505.75
408-A	1304	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eight Dollars and Seven Cents	$8.07	$10,523.28
429-A	124	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Ninety One Dollars and Ninety Six Cents	$191.96	$23,803.04
429-B	29	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	$390.56	$11,326.24
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	$83.48	$2,087.00
502-A	2800	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	$2.76	$7,728.00
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	$11.50	$2,875.00
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	$456.48	$1,825.92

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
600-A	1	LS	MOBILIZATION	Forty Seven Thousand Four Hundred Eleven Dollars and Thirty Seven Cents	$47,411.37	$47,411.37
618-A1	688	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	$74.75	$51,428.00
618-A2	83	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$7,158.75
618-B1	74	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$6,382.50
618-B2	52	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	$86.25	$4,485.00
618-D	3	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	$1,667.50	$5,002.50
618-E	3	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	$575.00	$1,725.00
620-A1	14	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	$2,875.00	$40,250.00
620-A2	11	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$10,056.75
620-A3	33	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #16515 GREY)	Nine Hundred Fourteen Dollars and Twenty Five Cents	$914.25	$30,170.25
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	$3,852.27	$3,852.27

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C2	2	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Fourteen Cents	$6,448.14	$12,896.28
623-A	153	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	$43.70	$6,686.10
623-C1	640	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	$26.82	$17,164.80
649-A	70	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	$32.26	$2,258.20
650-A	50	CY	TOPSOIL	Ninety Seven Dollars and Forty Nine Cents	$97.49	$4,874.50
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	$373.76	$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	$5.23	$5,230.00
660-D1	6	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	$1,076.15	$6,456.90
660-D2	3	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Three Cents	$4,039.53	$12,118.59
663-C	100	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	$6.24	$624.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	$1.44	$720.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	$10.35	$207.00
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	$4.03	$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	$1.15	$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	$7.48	$748.00
665-P	3	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	$517.50	$1,552.50
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Two Cents	$7.82	$195.50
701-A1	0.2	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$1,334.00
701-A2	0.13	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	$6,670.00	$867.10
701-B	367	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	$1.73	$634.91
701-G2	365	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	$1.15	$419.75
703-B	100	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	$7.48	$748.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A2	4	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	$6.33	$25.32
705-A3	9	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	$6.33	$56.97
730-C	1	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE/SPRINGHILL AVE)	Two Hundred Fifty Seven Thousand Two Hundred Three Dollars and Twenty Five Cents	$257,203.25	$257,203.25
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	$51.75	$1,293.75
750-A	2	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	$5,584.00	$11,168.00
750-C	2	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	$6,293.32	$12,586.64
750-E2	510	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Twenty Four Dollars and Twenty One Cents	$24.21	$12,347.10
750-F1	255	LF	CONDUCTOR WIRE, 1/0	Ten Dollars and Eighty Nine Cents	$10.89	$2,776.95
750-F2	890	LF	CONDUCTOR WIRE, #4	Twelve Dollars and Thirty Five Cents	$12.35	$10,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Five Thousand Dollars and No Cents	$5,000.00	$5,000.00

TOTAL ADDITIVE BID 3	**Seven Hundred Seventy Four Thousand Seven Hundred Twenty Three Dollars and Fifty Two Cents**	**$774,723.52**

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

BID SUMMARY

BASE BID TOTAL	$1,767,061.96
ADDITIVE BID 1 TOTAL	$84,734.54
ADDITIVE BID 2 TOTAL	$315,764.53
ADDITIVE BID 3 TOTAL	$774,723.52
BASE BID TOTAL + ADDITIVE BID 1 TOTAL + ADDITIVE BID 2 TOTAL + ADDITIVE BID 3 TOTAL	**$2,942,284.55**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY	John G. Walton Construction Co., Inc.
SIGNATURE	
DATE	8/17/2022

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered AUGUST 17, 2022 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent By N/A

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of August, 2022.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No. 9391240

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Seven Hundred Sixty Seven Thousand Sixty One And 96/100 Dollars ($1,767,061.96) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2022 (hereinafter called the Contract) for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No: 2019-3005-19** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2022.

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

In the presence of:

_____

_____

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: _____
(Title)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Account Executive

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Corporate Seal

Bond No. 9391240

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Seven Hundred Sixty Seven Thousand Sixty One And 96/100 - - - - - - - - - dollars ($ 1,767,061.96), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2022, entered into a Contract with the Owner for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No: 2019-3005-19**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2022.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John D Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: _____
(Title)

ATTEST:
Shawn Stapleton
(Signature)

Shawn Stapleton (Print)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Account Executive
(Title)

Corporate Seal

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **RobertD. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this_____ day of_____, 2022.

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR 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 CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR 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 CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR 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.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

b. 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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. 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.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions 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).

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

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. 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.

d. 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.

e. Certificates of Insurance - General – Within ten (10) calendar days from the 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2022

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
BXS Insurance
3290 Dauphin Street
Suite 600
Mobile AL 36606

CONTACT NAME: Kelli Smith
PHONE (A/C, No, Ext): 251-340-1771 FAX (A/C, No): 251-470-1050
E-MAIL ADDRESS: Kelli.smith@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : AlaComp	18864
INSURER C : Berkley National Insurance Company	38911
INSURER D : Midwest Employers Casualty Company	23612
INSURER E :	
INSURER F :	

INSURED JOHNGWA-01
John G. Walton Construction Co., Inc
P.O. Box 81222
Mobile AL 36689

COVERAGES **CERTIFICATE NUMBER:** 2107919111 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO451086402	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP440192402	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			AUC023068106	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10000178672022A PBAL155000	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Rented/Leased Equipment			MIM103990551	12/31/2021	12/31/2022	Each Item Catastrophe	500,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
2018 Paygo North McGregor Ave Reconstruction
Project No. 2019-3005-19
Bid Date - August 17, 2022
Additional insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability (including ongoing & completed operations) per attached form U-GL-117-5-F CW (04/13) and Auto Liability per attached form U-CA-825-B CW (02/14) but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile as respects to General Liability per attached form U-GL-925-B CW (12/01) and Auto Liability per
See Attached...

CERTIFICATE HOLDER
City of Mobile
205 Government St.
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

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AGENCY CUSTOMER ID: JOHNGWA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
BXS Insurance		John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

attached form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applied in favor of City of Mobile as respects to General Liability per attached form U-GL-1521-B CW (01/19), Auto Liability per attached form U-CA-832-A CW (01/13) and Umbrella Liability per attached form U-UMB-698-A-CW but only as required by written contact. The Umbrella Liability is follow form.

ACORD 101 (2008/01)

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

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":

   a. 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.

   b. 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.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. 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:

(2) 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.

(4) 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.

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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:

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(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".

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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

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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.

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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.

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Contractors Liability Supplemental Coverages And Conditions

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph **(2)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and

(b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

3. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

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a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph **(ii)** under Paragraph **4.b.(1)** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

(ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

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b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section **II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

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(a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and

(b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A** and **B** are replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies a person or organization for "personal and advertising injury":

(a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or

(b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or

(5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

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H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

(1) Fail to disclose all hazards existing at the inception of this policy; or

(2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

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"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph **2.** or **3.** above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph **2.** above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs **1.** and **2.** above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
   a. The single highest Coverage Part or policy General Aggregate Limit; or
   b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,

   whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph **4. Other Insurance** under Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs **1.**, **2.**, and **3.** above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph **a.(1)** of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.

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Fungi Or Bacteria Exclusion Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4510864-02	Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi" or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

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 on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, 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:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. 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.

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C. 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. For the purposes of 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 of 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 policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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 Paragraph **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 and conditions of this policy remain unchanged.

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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.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	$ INCL	$

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.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

Endorsement # 13

Notification to Others of Cancellation

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0230681-06	12/31/2021	12/31/2022	09/22/2022	38404000	----------	----------

Named Insured and Mailing Address:

JOHN G. WALTON CONSTRUCTION
P.O. BOX 81222
MOBILE, AL 36689

Producer:

BXS INSURANCE, INC
PO BOX 14207
JACKSON, MS 39236-4207

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION VI. CONDITIONS**:

Notification to Others of Cancellation

a. If we cancel this policy by written notice to the first **named insured** for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

(1) To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and

(2) At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first **named insured**, or the longer number of days notice if indicated in the **SCHEDULE** below.

b. If we cancel this policy by written notice to the first **named insured** for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.

c. If notice as described in Paragraphs **a.** or **b.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
City of Mobile 205 Government St. Mobile, AL 36602	30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, located in the Supplemental Specifications. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.

45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

47. All projects and construction sites 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; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

49. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

50. Workmen shall wear reflectorized jackets.

51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

52. At intersections, driveways and turn outs, the City Project Inspectors shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, ramp construction and ADA compliance.

53. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

54. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

55. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

56. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

57. Prior to resurfacing the water and sewer manholes and valve covers will be raised by the MAWSS. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

58. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

59. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

60. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

61. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

62. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

63. Gutter cleaning will be a subsidiary obligation of 429-A Improved Bituminous Concrete Wearing surface.

64. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

65. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.

66. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.

B. Foundation Backfill, Commercial: The unit price bid for this item (214-B) shall be compensation in full for one (1) cubic yard of #57 Stone used for the foundation below the concrete base foundations or the stamped concrete. The method measurement shall be based on weight ticket only, without addition factors.

C. Concrete Sidewalk: This item (618-A1, 618-A2) shall include any new sidewalk and existing sidewalk repairs. The concrete should be Type 2 – mix "A" and have a minimum 28 day strength of 3000 psi.

D. Minor Structure Concrete: These items (620-A1, 620-A2, 620-A3) shall pay for the concrete to be used for the header curbs and stamped concrete. The concrete shall be paid for by cubic yard and have a minimum 28 day strength of 3000 psi.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and _____ , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION
Project No: 2019-3005-19
Project Description: CURBING, DRAINAGE INLETS, SIDEWALKS, UTILITIES
Major work items include: Sidewalk, Curb & Gutter

City of Mobile Project Number 2019-3005-19, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$1,767,061.96**), in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any CONTRACTOR or firm of CONTRACTOR's, or any corporation, or their authorizing agents undertaking a contract under this Agreement.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCRORY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this contract is 2018 PAYGO and CIP. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

(26) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: John D Walton

ITS PRESIDENT

JOHN G. WALTON, PRESIDENT (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

9/19/2022

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

   618.D.01

   Description
   This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

   618.D.02

   Materials
   Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

   618.D.03

   Basis of Payment
   Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall b Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for

hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, project sign(s) for the duration of the project. The sign criteria can be found in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item.

10. FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE / SPRINGHILL AVE) **(Pay Item 730-C):** See the following sheets.

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
June 2017

Table of Contents

I. General
II. Cabinet Assembly with Controller
III. Cabinet Assembly without Controller
IV. Controller Unit
  (a) Advanced Traffic Controller for NEMA-Style Cabinet
  (b) Standard NEMA TS-2 Controller

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices

NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

A cabinet assembly with controller shall consist of a controller unit, malfunction management unit, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(a) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

   The cabinet shall be fabricated from shaped sheet aluminum. Unless otherwise indicated at time of purchase, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be processed utilizing a powder coat procedure.

2. CABINET DIMENSIONS.

   The cabinet shall be large enough to provide ample space to house the controller unit, malfunction management unit, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate a controller whose dimensions are defined by the NEMA Standard.

   The minimum size of pole mounted controller cabinet shall be 60 inches in height, 36 inches in width, and 17 inches in depth.

   The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

   When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

   Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copes of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at cabinets shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. POWER STRIP RECEPTACLES.

A power strip, with a minimum of 6 receptacles shall be provided as part of the terminals and facilities. The power strip shall provide three prong, NEMA Type 5 – 15R grounding type outlets and shall be wired directly to the clean, filtered side of the cabinet power supply, and shall have a resettable circuit breaker.

13. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

Two thermostatically controlled power vents and fans shall be provided. The two independent thermostats shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Malfunction Management Unit Model Number
- Malfunction Management Unit Serial Number
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)

(b) AUXILIARY DEVICES.

1. GENERAL.

   Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

   The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

   The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

   The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

   Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F . The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

   When specified, detector test switches shall be furnished to check all detector control circuits.

6. SOLID STATE SIGNAL BUSS RELAY.

   A solid state input power relay shall provide 120 VAC power to the signal load switches.

(c) TERMINALS AND FACILITIES.

1. GENERAL.

   The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

   The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

   The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

   No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

   Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

   All other panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker(s) and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks as specified by the NEMA Standard.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

The main panel assembly shall include the following as per the NEMA Standard:

- 16 load switch operation (8 vehicle, 4 pedestrian and 4 overlap)
- 6 flash transfer relays
- Shall support flashing yellow arrow operation

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

All wiring shall be stranded conductor.

10. WIRING.

Wiring within the controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring color code shall be as per the NEMA Standard.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

A minimum of four (4) SDLC cables (NEMA 3.3.1) for connection of specified devices and future devices shall be provided. The SDLC termination panel shall support an additional two (2) cables.

12. DETECTOR PANEL.

Provisions for pedestrian pushbutton detection shall be provided. The control circuit to the pushbutton shall be an isolated logic ground, and the return circuit to the controller input shall be isolated and protected logic ground. Termination points for detector calls in the cabinet shall be via a #10 screw.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on cabinet left wall for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and

protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch that kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

    Circuit breakers shall be furnished. There shall be a main breaker rated at 40 A and a service breaker rated at 15 A.

    The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

    The cabinet should include a NEMA cabinet power supply that provides power and other control circuitry for a TS-2 Detector Rack Assembly.

20. TIMER CONNECTIONS.

    The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

    The load switch output(s) shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

    All lightning protection devices shall be replaceable without removing any panels.

23. EMA INDICATION WIRING.

    All NEMA functions listed in the NEMA Standards Publication No. TS 2-2016 shall be provided. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

24. PREEMPTION (PRIORITY CONTROL).

    The controller unit shall provide the preemption option (ten plans).

(d) MALFUNCTION MANAGEMENT UNIT.

1. TYPE.

    Malfunction Mangagement Unit (MMU) shall monitor up to sixteen (16) channels of signal outputs and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. ETHERNET CONNECTIVITY.

   The MMU shall include an ethernet communication port for connectivity from a central location for diagnostic purposes.

3. PROGRAMMING.

   The MMU program card shall contain a device that store the MMU programming so that if the card is installed in a like MMU, the MMU will be automatically programmed.

4. POWER SUPPLY MALFUNCTION.

   The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED MMU.

   The MMU shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED MMU.

   The MMU shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

   The MMU shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

   The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

   The unit shall have a real time clock and be connected to the controller unit via the SDLC port to facilitate communication between the two units and to keep the MMU time clock synchronized with the controller unit time clock.

10. EVENT LOG.

    The unit shall have an event log that contains the following data:

    - AC power interruption/restoration logging;
    - Logs reset after failure;
    - Log 24 V values;
    - Log CVM failure;
    - Load switch failure;
    - Log all faults with time and date.

11. EXTENDED MONITORING.

    The unit shall have the following extended monitoring:

    - Dual indication monitoring per channel;
    - Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

    The unit shall be capable of displaying intersection status.

13. READBACK.

    The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

    All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals without intervening connection points.

(e) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.
- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch output shall be furnished with a metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND MALFUNCTION MANAGEMENT UNIT.

Power and neutral for controller and malfunction management unit shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 μs) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34
50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω.

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 mΩ.

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(f) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Malfunction Management Unit diagrams, schematics and operations manual.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;
- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(g) CONTROLLER UNIT.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

III. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (f) as defined above. The cabinet facility shall be provided with empty space(s) on the left and right walls to provide an area for mounting of field devices not specified herein. Space shall be provided for video or radar field detection input circuits (approximately 12 in by 8 in). Space shall also be available for mounting a fiber cable termination unit (approximately 12 in by 12 in).

IV. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

   Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

   Controller shall be compatible with Centracs 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

   Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller. The controller shall be downwardly compatible to operating existing TS-1 signals cabinets in the City of Mobile.

   The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. FEATURES.

   Controller shall be capable of operating as a master or secondary in a closed loop system, with detector processing, coordination, communications, preemption, adaptive timing, NTCIP standard objects, time clock, and sixteen phase-sixteen overlap phasing. The built-in diagnostics will allow the operator to test input and output signals, RAM devices, memory, LCD, keypads, etc.

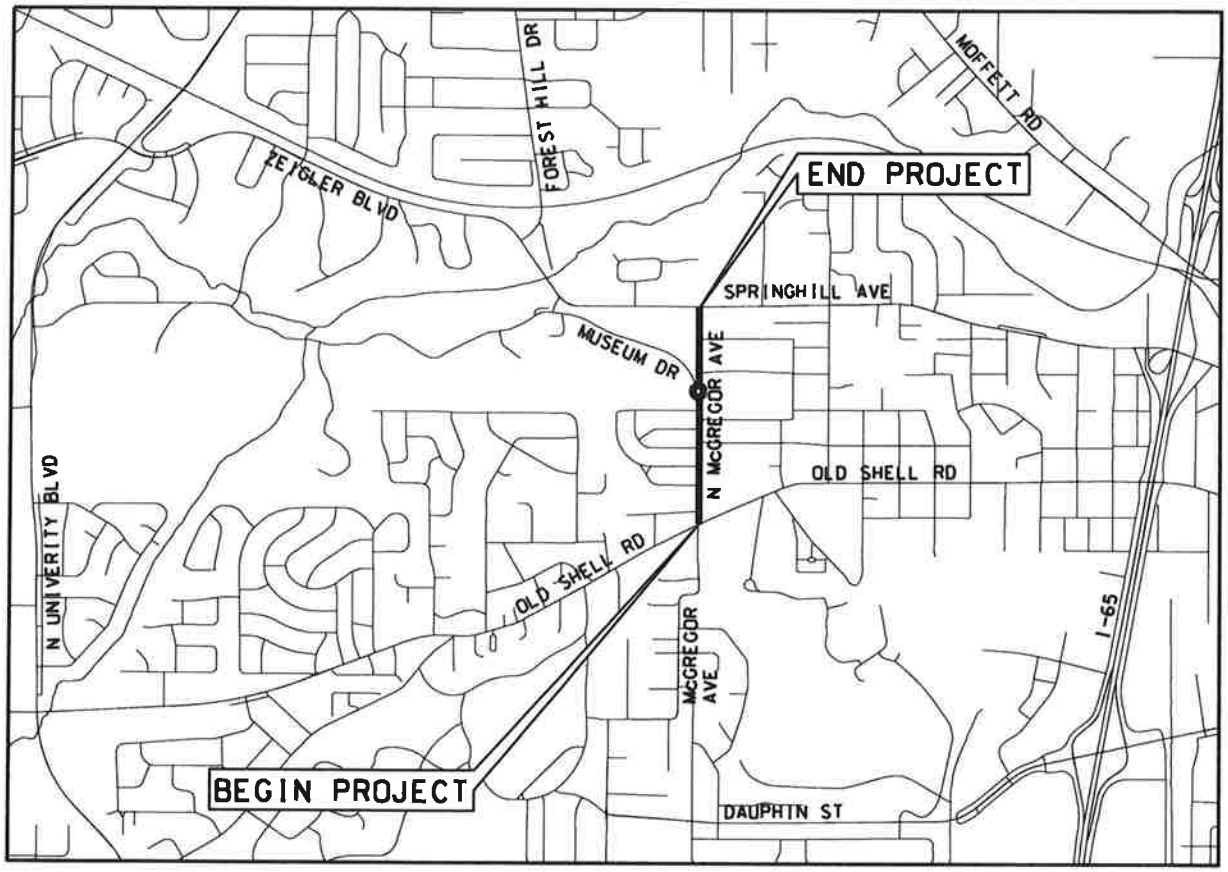
3. USER INTERFACE.

   The front panel of the controller shall consist of the display, keyboard and Ethernet and USB ports for all necessary user connections. The standard controller shall have an LCD menu display. The keyboard shall be a twenty-three (23) key keypad containing four (4) function keys, ten (10) white numeric keys, seven (7) cursor/menu navigation keys, and two (2) LCD contrast adjustment keys.

   The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

ATTACHMENT "A"

LOCATION



MCGREGOR AVENUE

VICINITY MAP

N.T.S.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johngwalton.com

RFP/RFQ Solicitation Number	2019-3005-19
Project Description	North McGregor Ave Reconstruction
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roger Dixon

Signature: [signature] Date: 8/17/2022

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: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.Todd@cityofmobile.org
251.208.7957
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 2,942,284.55 Date: 8 / 19 / 2022 Description North McGregor Ave Reconstruction

Name of Bidder/Proposer: John G. Walton Construction Co., 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
C. Thornton		Concrete	462,295.00	15.71%	Yes	
Bagby & Russell		Electrical	599,053.00	20.40%	No	
Coastal Environmental		Erosion	46,476.00	1.6%	Yes	
C&H Construction Services		Signage	10,138.00	0.3%	No	
Ozark Striping		Striping	45,006.00	1.5%	NO	
Smith Industrial Services		Pipe Videoing	9740.00	0.3%	No	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johnqwalton.com

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

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

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(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. _____

_____

_____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
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: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	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 Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of John G. Walton Construction Co., 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 V. P. for John G. Walton Construction Co., 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 John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

V.P.
~~CEO~~ of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 17th day of August, 2022

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY PROJECT NO. 2019-3005-19**
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

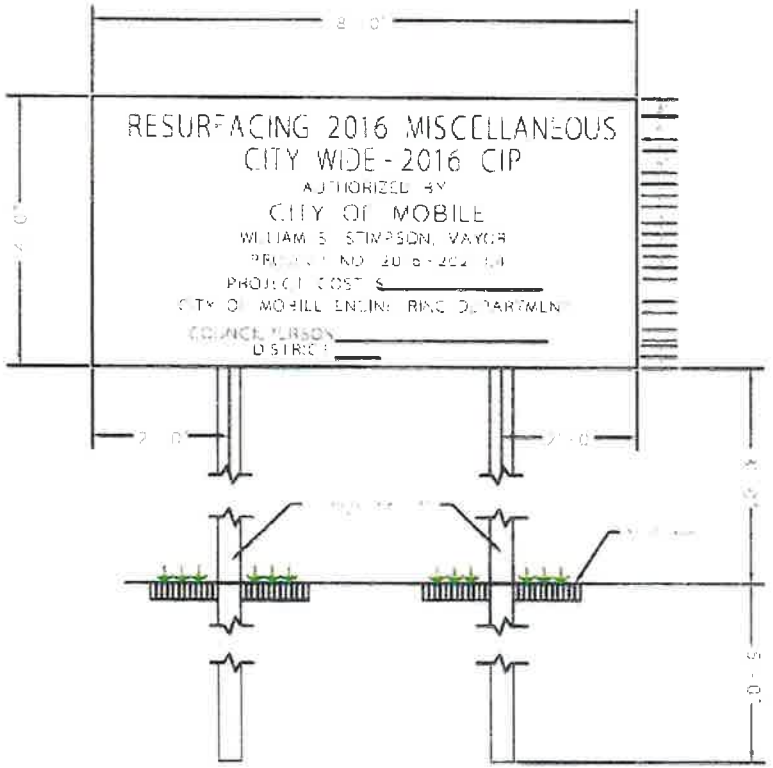
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



Note: This detail is provided as an example only. Text will be project specific.

PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4 exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2
SCALE N.T.S. DATE NOV 20, 2015

ATTACHMENT "F"

ADDENDUMS

ADDENDUM NUMBER 1

August 15, 2022

CITY OF MOBILE

NORTH MCGREGOR AVE RECONSTRUCTION
PROJECT NO. 2019-3005-19

DATE TO RECEIVE BIDS: August 17, 2022 @ 2:30 P.M.

1. The Protected Bid Proposal Form (.xls) is being transmitted as an attachment to this addendum email. Please disregard the original Bid Proposal. Complete and print the Protected Bid Proposal included herewith. It shall be placed behind the front cover of the bid documents and submitted with the bid package.

2. The Pay Item 745-A Uniformed Police Officer has been added to the new Protected Bid Proposal.

3. Delete Special Provision #44 of the contract. There will be an asphalt index adjustment allowed.

4. Stored Materials will be paid if required by the contractor.

5. Special Provision #37 should read "Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project and shall include any required light cleaning."

6. A detail for Pay Item 999-X Residential Asphalt Driveway has been added to sheet 15 of the plans and included with this addendum.

7. Plan sheet 23 shows a detail for Pay Item 621-C8 Inlet, Type W (Partial). It should read "the concrete curb required for the flume is to be a subsidiary obligation of the Pay Item 621-C8". A revised sheet 23 is included with this addendum.

8. Pay Item 649-A 2" HDPE Conduit Pipe, Type 5 Installation should be corrected to read "Pay Item 649-A 2" HDPE Conduit Pipe, Type 3 Installation".

9. The quantities for Pay Items 614-B, 620-A1, 620-A2, 620-A3, 623-B2 have been added/updated in the Protected Bid Proposal Form (.xls).

10. On sheet 1 of the Signalization Plan the notes call to install a Siemens/Eagle Controller. This is incorrect. It should call for a Cobalt Controller.

11. On plan sheet 55 the Pay Item 750-H Service Pole should be removed from the quantity box. A revised sheet 55 is included with this addendum.

12. The allowable contract working days will be as follows:
    Base Bid – 120 working days
    Additive Bid 1 – 10 working days
    Additive Bid 2 – 30 working days
    Additive Bid 3 – 40 working days

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID; ATTACH THE ACKNOWLEDGE RECEIPT TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT.

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

BIDDER: John G. Walton Construction Co., Inc.

BY:

DATE: 8/15/2022

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY FAXING OR EMAILING THE SIGNED COPY TO THE ENGINEERS OFFICE BY 3:00 P.M., TUESDAY, AUGUST 16, 2022.
(FAX #: 476-4721)

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/17/2022

Name of Project: North McGregor Avenue Reconstruction
Project Number: 2019-3005-19

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 35,000
ADDITIVE BID 1 (ROADWAY):	$ 1,000
ADDITIVE BID 2 (ROADWAY):	$ 15,000
ADDITIVE BID 3 (ROADWAY):	$ 25,000

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** [signature]

*Name (type or print) Roger Dixon (Seal)

*Title Vice President

Telephone Number 251-342-6250

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Approve professional contract for Court Reporter Jennie Brown, submitted by Judge Charles Graddick, sponsored by Director Robert Lasky.
(10040535/42220)

Amount of Contract:
$78,000

Effective Date of Contract:
10/1/2022

Renewal Date of Contract:
10/1/2022

Funding Source

Project #		**Discretionary Funds**	10040535/42200
Project String		**Contract Number:**	
Budget Amendment	**REDUCE** **INCREASE**		
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
City Council Paperwork for Contract Approval	Cover Memo	9/22/2022
resolution_revised	Cover Memo	9/30/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	9/22/2022 - 2:31 PM
Legal	Kern, Chris	Approved	9/29/2022 - 2:26 PM
Legal	Kern, Chris	Approved	9/29/2022 - 2:27 PM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:28 PM

ROUTING FORM FOR CONTRACTS

NAME OF CONTRACT Jennie Q. Brown, Court Reporter

	SIGNATURE	DATE
DEPARTMENT HEAD (1)		9/7/2022
EXECUTIVE DIRECTOR		9/7/2022
BUDGET/ACCOUNTING (2)	(Sign routing stamp on contract also)	
LEGAL DEPARTMENT	(Sign routing stamp on contract also)	
MAYOR'S OFFICE		
CITY CLERK'S OFFICE	**for Council action or Mayor's signature**	
COUNCIL ATTORNEY (3)	(if Council action is required)	

(1) **Route 3 copies for non-capital contracts**
Route 4 copies for capital contracts

(2) **Budget approves non-capital contracts**
Accounting approves capital & grant contracts

(3) **Sign a separate copy to the Council**
Attorney for information purposes only, prior to Council action.
No sign off is required. Therefore, keep Routing Form with original contracts.

(4) **Applications for grants require the use of the Routing Form for Grant Applications.**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), dated 10/01/2022, 2022, ("Effective Date") is made by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Jennie Q Brown ("Contractor").

WHEREAS, the Contractor has the necessary high degree of professional skills, training, and experience required for the services needed;

WHEREAS, the City of Mobile would like to utilize Contractor's specific individualized services in order to assist with the criminal case backlog currently existing in the 13th Judicial Circuit, in which the City resides; and,

WHEREAS, this Agreement, in all respects, serves a legitimate public purpose and furthers the general public's welfare;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK / DELIVERABLES: The services to be performed by Contractor under this Agreement ("Services") are as follows:

   Contractor is to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick Sr. It is anticipated that said matters will be conducted at the Courthouse located at 205 Government Plaza, Mobile AL, in courtroom 4500, but Contractor's services may be needed in other Courthouse locations. Contractor will be available during regular working hours Monday through Friday, excluding State Holidays.

2. TERM: The Agreement shall last for a period of twelve (12) months from the Effective Date.

3. COMPENSATION: Contractor's fees are as follows:

   Services Fee: $300.00 for each court-attended day and $100.00 for each day court is not scheduled during a five (5) day work-week period with a minimum $1,100.00 to be paid weekly.

   No Service Fee will be paid during any court recess period that exceeds over a ten (10) business-day period, unless there are in-court matters necessary (i.e., Hearings on motions, etc.). Said fee will be payable according to the Services Fee agreement. Contractor shall submit an invoice for said fees at the end of each month. The City will not pay Contractor

for any travel or other expenses in addition to the Services Fee. It is Contractor 's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.

4. NONTRANSFERABLE: Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein.

5. TERMINATION: This Agreement may be terminated by either party with or without cause. Notice of termination shall be in writing and the contractor shall be entitled to payment for all services rendered prior to the termination date.

6. NO BENEFITS: Contractor is not eligible for any employment benefits including, but not limited to, retirement, sick leave, vacation, or health insurance.

7. INDEMNITY: Contractor hereby agrees to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

   Nothing contained in this Agreement shall be deemed to constitute, either as to Contractor or as to third parties, a waiver of any statuary damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statues, case law or otherwise available to the City.

8. ANTI-DISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

9. ANTI-BOYCOTT: By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

10. VENUE: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that,

notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

11. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

12. IMMIGRATION COMPLIANCE: By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

13. FORCE MAJEUR: The City or the Contractor shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Contractor.

14. LICENSES, PERMITS, ETC.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, authorization and assurances necessary in order to abide by the terms of this Agreement.

15. TAX RESPONSIBILITY: Contractor hereby agrees that it bears the sole responsibility for payment of any taxes that may be owed as a result of this Agreement.

16. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Contractor.

17. NO THIRD-PARTY BENEFIT: Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

18. ENTIRE AGREEMENT: This Agreement, and any attached exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City: Director Robert Lasky
Office of Professional Responsibility
200 Government Street
P.O. Box 1827
Mobile, AL 36633

Contractor: Jennie Q. Brown
12192 Shine Rd.
Irvington, AL 36544

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal Corporation

By:_____
Name: William S. Stimpson
As its: Mayor

ATTEST:

_____
City Clerk

Contractor: Jennie Q Brown, CCR

By: _____
Name:
As its: Sole proprietor 9/7/2022

ATTEST:
Kimberly Zirlott
Kimberly Zirlott, Notary
Printed Name and Title

KIMBERLY ZIRLOTT
My Commission Expires
March 11, 2026

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BROWN, JENNIE Q - CCR T6
12192 SHINE RD
IRVINGTON, AL 36544

YEAR	LICENSE NO
2022	121095

ISSUED	EXPIRES
9/7/2022	12/31/2022

561492 COURT REPORTER/LEGAL REPORTER

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BROWN, JENNIE Q. T6
12192 SHINE ROAD
IRVINGTON AL 36544

RESOLUTION

Sponsored by: Robert Lasky, Director of the Office of Professional Responsibility

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and Jennie Q. Brown, to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick, Sr., to last for a period of twelve months and the total amount not to exceed SEVENTY-EIGHT THOUSAND DOLLARS ($78,000.00), for services as outlined in said Agreement made a part hereof by reference. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and Jennie Q. Brown, to provide all necessary court reporting services for any matter assigned to the Honorable Charles Allen Graddick, Sr., to last for a period of twelve months and the total amount not to exceed SEVENTY-EIGHT THOUSAND DOLLARS ($78,000.00), for services as outlined in said Agreement made a part hereof by reference. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	9/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2022 - 3:15 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Dog Team Pedi Cab for a Certificate of Public Convenience and Necessity to operate pedi-cab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-835 **2022**

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 resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: SEP 20 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A PEDI CAB SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Dog Team Pedi Cab to operate a pedi cab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on October 4, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Keidrick C. Wooten _____ individually or on behalf of _____ Dog Team Pedi Cab _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Keidrick C. Wooten

Business Address: _____

Telephone: 251.454.1533 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 06/15/1973 SSN: 419-23-7237

Residence Address:

_____ _____ 7 _____

Address City State Zip code

Telephone Number: 251.454.1533 Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
None			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒ Ped. Cab

Location of terminal/depot or stand & stables: ___

What will be your days and hours of operation? 5 pm TO 10:00 pm

How many vehicles (carriages) do you intend to operate? ONE
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Year:	Model:
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:
PEDI CAB is a three wheel trike style bicycle with a carriage bench attached capable of transporting two adults.

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Dog Team Pedi. Cab

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th **DAY OF** September **, 20** 22

Notary Public

AMANDA L. PHILLIPS
My Commission Expires
May 20, 2023

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WOOTEN, KEIDRICK CORNEAL		
Address:		**Nick Name:**	
Phone:	251-454-1533		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	6/15/1973
Sex:	M	**Age:**	49
Weight:	215	**Eyes:**	BROWN
Height:	5'11"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C Knight
DATE: 09-09-2022

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030015-0018 CARRIE K. 09/09/2022 03:18PM

MISCELLANEOUS

Description: RECORDS	
CHECK (PDF007)	
2022 Item: PDF007	
1 @ 10.00	10.00
Payment Id: 471843	
	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: KEIDRICK CORNEAL WOOTEN

Thank you for your payment

CUSTOMER COPY

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Keidrick C. Wooten

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address _____

Personal Description:

Height: 5'11

Weight: 220

Hair Color: black

Eye Color: brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Keidrick C Wooten

Signature

9-9-22

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Keidrick C. Wooten

Date of Birth: 06-15-1973 Security #:

Present Address

Home Phone Number: Work Phone Number: 2519017077

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Alabama School of Mathematics and Science

Present Position/Title: Director of Infrastructure

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
None

Give nature of all transactions or acts giving rise to these judgements.
n/a

Give name and location of court in which judgements were entered and date entered.
n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature

9-9-22
Date Signed

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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 Brian Alfred Siegesmund

Amount of Contract:

n/a

Effective Date of Contract:

10/11/2022

Funding Source

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

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 - Siegesmund	Resolution Letter	9/29/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/29/2022 - 12:31 PM
			9/29/2022 -

Legal	Kern, Chris	Approved	12:33 PM
Mayors Office	Montgomery, Brandi	Approved	9/29/2022 - 2:05 PM

R E S O L U T I O N

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 Brian Alfred Siegesmund, 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\D029\P004\00110904.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Chief Paul O. Prine - MPD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to State Farm in the amount of $20,000.00 for the FY22 State Farm Good Neighborhood Citizenship Grant that will support MPD's Bridging the Gap program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $20,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	10/6/2022 - 12:25 PM
Legal	Kern, Chris	Approved	10/6/2022 - 2:15 PM
Legal	Kern, Chris	Approved	10/6/2022 - 2:15 PM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:25 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, the Mayor is authorized to apply, accept, and receive from State Farm, a Notice of Award for grant assistance in the amount of $20,000.00 for the FY22 State Farm Good Neighborhood Citizenship Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by State Farm. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:51 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Saturdays at the Coop 1 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5533

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.03.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:

EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
Montgomery, AL 36101

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This business is located within the City's corporate limits.

Comments:
EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5533

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

LOCATED AT: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT PHONE#: 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5533

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SATURDAYS AT THE COOP - SATURDAY OCTOBER 15 2022 EVENT***

Location 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant**_____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**_____

COUNTY OF MOBILE **TITLE** MEMBER **DATE**_____

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____

Signature of Affiant

Sworn to and subscribed before, me this 3 day of October Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SATURDAYS AT THE COOP **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 1 GOVERNMENT STREET COOPER RIVERSIDE PARK MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT II
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: 1 blocks Nearest church: 5 blocks Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220919084853896

Initial each — **Signature page**

(JS) In reference to law violations, I attest to the truthfulness of the responses given within the application.

(JS) In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

(JS) In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

(JS) In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

(JS) In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

(JS) In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

(JS) In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

(JS) The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

(JS) I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true, correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jay Scott

Signature of Applicant: [signature]

Notary Name (print): Steve Zutz

Notary Signature: [signature]

Commission expires: 08-28-2023

STEVEN ZUTZ — NOTARY PUBLIC — ALABAMA STATE AT LARGE — My Commission Expires 08-28-2023

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/15/2022 Ending Date: 10/15/2022
Special terms and conditions for special event/special retail:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

INFORMATION SHEET

Contact Person: Larry Scott Phone #: 251-401-8316

Business Name: Lit Cigar Lounge, Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 259 Dauphin St. Mobile, 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. DE 736 pg 954 Mobile County Mobile;
(Enter book and page or document info)

Date 7/27/2015
(Incorporation or Authority)

Is business equipped with table & chairs? YES Building seating capacity: 1500

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? — If yes explain:

Square Feet of building —

For a SPECIAL EVENT, list dates from _____ to _____. See Attached
Type of Event Saturdays @ the Loop

IF OPERATING AS A PRIVATE CLUB:

- ⇒ Does club charge & collect dues from elected members? _____
- ⇒ How many paid-up members are there in the Club? _____
- ⇒ Are regular meetings held? _____ If so, when? _____
- ⇒ Is business conducted through officers regularly elected? _____
- ⇒ Are members admitted by written application, investigation & ballot? _____
- ⇒ For what purpose is the Club organized & operated. Social ___; Patriotic ___; Political ___; Athletic ___.
- ⇒ Does the property used, as well as the advantages, belong to all the members? _____.
- ⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ___
- ⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

2

Cooper Riverside Park

1.15.22

2.12.22

3.12.22

5.14.22

6.11.22

7.9.22 (beer and wine only)

8.13.22

9.10.22

10.15.22

11.12.22

12.10.22

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Inc Lawn, Llc.
Note: Your Corporation or LLC's name will be the Applicant

(Check One) ( ) Sole Proprietorship (✓) Corporation ( ) Partnership ( ) LLC

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (First, Middle, Last): Jerry Olanda Scott II

Social Security #: Race: B Sex: (✓) M ( ) F

Driver License: State AL

Title (i.e. Owner, President, Member): President

Date of Birth: 2 / 13 / 72

Place of Birth: Lowndes (County) AL (State) US (Nation)

Present Address: (Street Address (Apt#)) (City) (State) 36607 (Zip Code)

Length of Time at Address: 9 Home#: Cell#: 251 401 2316

Full Name (First, Middle, Last): Lonnie Ray Scott

Social Security: Race: B Sex: ( ) M (✓) F

Driver License: State AL

Title (i.e. Owner): V. Pres

Date of Birth: 7 / 12 / 71

Place of Birth: Lowndes (County) AL. (State) US (Nation)

Present Address: (Street Address (Apt#)) (City) (State) 5 (Zip Code)

Length of Time at Address: 3 Home#: Cell#: 251 422 7487

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

_____ Date: _____
Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: [illegible]
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St Mobile, AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7526 Pg:654
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the Initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
filed on : 07/27/2017 01:57:41 PM
Com Clerk - Probate Judge

Deed Tax	$.00
Mortgage Tax:	.00
Mineral Tax:	.00
Tax	.00
Judge Fee:	.00
L.P. Fee	.00
Surcharge Fee	2.00
Recording Fee	2.00
Other:	131.00
	142.00

2017042324
Bk: LR7526
Pg: 654

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this 7th day of July, 2017

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40.0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of February, 20 22.

R Shawn Skinner
Notary Public

W B Simpson 2/9/22
Property Owner Date

November 19 2025
My Commission Expires

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

To Whom it May Concern –

The City of Mobile: Parks and Recreation Department will be hosting an event: Saturdays at the Coop on 10.15.22. The event will begin at 7:00pm and end at 10:00pm.

Saturdays at the Coop event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 10.15.22.

If you have any questions, please feel free to reach out.
Thank you.

Jonni Nottingham

Jonni Nottingham

Manager of Events
City of Mobile
Parks and Recreation Department – Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation
Cooper Riverside Park

Facility: **Cooper Riverside Park – 1 Government Street Mobile, AL**

Applicant: Lit Cigar Lounge, Inc. **258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Saturdays at the Coop**

Equipment Needed:

Reservation Date
From: 10.15.22 at 7:00pm To: 10.15.22 at 10:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

1/5/22
Applicant Signature

Jami Nottingham
Rentals Representative Signature

1/5/22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:54 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Saturdays at the Coop 1 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5533

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.03.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:

EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5533

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

LOCATED AT: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT PHONE#: 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5533

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SATURDAYS AT THE COOP - SATURDAY OCTOBER 15 2022 EVENT***

Location 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** MEMBER **DATE** _____

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 3 day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SATURDAYS AT THE COOP **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 1 GOVERNMENT STREET COOPER RIVERSIDE PARK MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT II
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: 1 blocks Nearest church: 5 blocks Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220919084853896

Initial each — **Signature page**

(JS) In reference to law violations, I attest to the truthfulness of the responses given within the application.

(JS) In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

(JS) In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

(JS) In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

(JS) In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

(JS) In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

(JS) In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

(JS) The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

(JS) I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jay Scott

Signature of Applicant: Jay Scott

Notary Name (print): Steven Zutz

Notary Signature: Steven Zutz

Commission expires:

STEVEN ZUTZ — My Commission Expires — NOTARY PUBLIC — 08-28-2023 — ALABAMA STATE AT LARGE

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/15/2022 Ending Date: 10/15/2022
Special terms and conditions for special event/special retail:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

INFORMATION SHEET

Contact Person: Larry Scott Phone #: 251-401-8316

Business Name: Lit Cigar Lounge, Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 259 Dauphin St. Mobile, 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. DE 736 pg 954 Mobile County Mobile;
(Enter book and page or document info)

Date 7/27/2015
(Incorporation or Authority)

Is business equipped with table & chairs? YES Building seating capacity: 1500

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? — If yes explain:

Square Feet of building —

For a SPECIAL EVENT, list dates from _____ to _____. See Attached
Type of Event Saturdays @ the Loop

IF OPERATING AS A PRIVATE CLUB:

- ⇒ Does club charge & collect dues from elected members? _____
- ⇒ How many paid-up members are there in the Club? _____
- ⇒ Are regular meetings held? _____ If so, when? _____
- ⇒ Is business conducted through officers regularly elected? _____
- ⇒ Are members admitted by written application, investigation & ballot? _____
- ⇒ For what purpose is the Club organized & operated. Social ___; Patriotic ___; Political ___; Athletic ___.
- ⇒ Does the property used, as well as the advantages, belong to all the members? _____.
- ⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ___
- ⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

2

Cooper Riverside Park

1.15.22

2.12.22

3.12.22

5.14.22

6.11.22

7.9.22 (beer and wine only)

8.13.22

9.10.22

10.15.22

11.12.22

12.10.22

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Inc Lawn, LLC.

Note: Your Corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First*) Jay Olanda Scott II

Social Security # ____ Race: B Sex: (✓) M ( ) F

Driver License# ____ State AL

Title (*i.e. Owner, President, Member*) President

Date of Birth 2 / 13 / 72

Place of Birth Lowndes AL US
County *State* *Nation*

Present Address: ____ 36607
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home# ____ Cell# 251 401 2316

Full Name (*First, Middle, Last*) Lamar Price Sr.

Social Security ____ Race: B Sex: ( ) M (✓) F

Driver License# ____ State AL

Title (*i.e. Owner*) V. Pres

Date of Birth 7 / 12 / 71

Place of Birth Lowndes AL. US
County *State* *Nation*

Present Address: ____ 5
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Home# ____ Cell# 251 422 7487

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

_____ Date: _____
Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: [illegible]
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St Mobile, AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7526 Pg:654
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the Initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
filed on : 07/27/2017 01:57:41 PM
Cert Cert. Probate Judge

Deed Tax	$.00
Mortgage Tax:	.00
Mineral Tax:	.00
Tax	.00
Judge Fee:	.00
LR Fee	5.00
Surcharge Fee	2.00
Recording Fee	7.00
Other:	131.00
	145.00

2017042324
Bk: LR7526
Pg: 654

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this the 7th day of July, 2017

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40.0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of February, 20 22.

R Shawn Skinner
Notary Public

W B Simpson 2/9/22
Property Owner Date

November 19 2025
My Commission Expires

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

To Whom it May Concern –

The City of Mobile: Parks and Recreation Department will be hosting an event: Saturdays at the Coop on 10.15.22. The event will begin at 7:00pm and end at 10:00pm.

Saturdays at the Coop event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 10.15.22.

If you have any questions, please feel free to reach out.
Thank you.

Jonni Nottingham

Jonni Nottingham

Manager of Events
City of Mobile
Parks and Recreation Department – Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation
Cooper Riverside Park

Facility: **Cooper Riverside Park – 1 Government Street Mobile, AL**

Applicant: Lit Cigar Lounge, Inc. **258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Saturdays at the Coop**

Equipment Needed:

Reservation Date
From: 10.15.22 at 7:00pm To: 10.15.22 at 10:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

1/5/22
Applicant Signature

Jami Nottingham
Rentals Representative Signature

1/5/22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:54 AM

RESOLUTION

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Saturdays at the Coop 1 Government Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5533

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.03.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:

EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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140 - SPECIAL EVENTS RETAIL

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TO: *LIT CIGAR LOUNGE INC*

Trade Name: SATURDAYS AT THE COOP

Location: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 10.15.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5533

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SATURDAYS AT THE COOP

LOCATED AT: 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5533

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SATURDAYS AT THE COOP - SATURDAY OCTOBER 15 2022 EVENT***

Location 1 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** MEMBER **DATE** _____

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 3 day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SATURDAYS AT THE COOP **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 1 GOVERNMENT STREET COOPER RIVERSIDE PARK MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT II
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: 1 blocks Nearest church: 5 blocks Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220919084853896

Initial each — **Signature page**

(RS) In reference to law violations, I attest to the truthfulness of the responses given within the application.

(RS) In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

(RS) In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

(RS) In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

(RS) In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

(RS) In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

(RS) In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

(RS) The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

(RS) I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Cayla Scott

Signature of Applicant: Cayla Scott

Notary Name (print): Steven Zutz

Notary Signature: Steven Zutz

Commission expires: My Commission Expires 08-28-2023

STEVEN ZUTZ NOTARY PUBLIC ALABAMA STATE AT LARGE

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919084853896

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/15/2022 Ending Date: 10/15/2022
Special terms and conditions for special event/special retail:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

INFORMATION SHEET

Contact Person: Larry Scott Phone #: 251-401-8316

Business Name: Lit Cigar Lounge, Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 259 Dauphin St. Mobile, 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LE 736 pg 954 Mobile County Mobile;
(Enter book and page or document info)

Date 7/27/2015
(Incorporation or Authority)

Is business equipped with table & chairs? YES Building seating capacity: 1500

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? — If yes explain:

Square Feet of building —

For a SPECIAL EVENT, list dates from _____ to _____. See Attached
Type of Event Saturdays @ the Corp.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ Does club charge & collect dues from elected members? _____
- ⇒ How many paid-up members are there in the Club? _____
- ⇒ Are regular meetings held? _____ If so, when? _____
- ⇒ Is business conducted through officers regularly elected? _____
- ⇒ Are members admitted by written application, investigation & ballot? _____
- ⇒ For what purpose is the Club organized & operated. Social ___; Patriotic ___; Political ___; Athletic ___.
- ⇒ Does the property used, as well as the advantages, belong to all the members? _____.
- ⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ___
- ⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

Cooper Riverside Park

1.15.22

2.12.22

3.12.22

5.14.22

6.11.22

7.9.22 (beer and wine only)

8.13.22

9.10.22

10.15.22

11.12.22

12.10.22

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Inc Lawn, LLC.

Note: Your Corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First*, [illegible] Last): Jay Olanda Scott II

Social Security #: ____ Race: B Sex: (✓) M ( ) F

Driver License: ____ State: AL

Title (i.e. *Owner, President, Member*): President

Date of Birth: 2 / 13 / 72

Place of Birth: Lowndes AL US
County *State* *Nation*

Present Address: ____ 36607
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home#: ____ Cell#: 251 401 2316

Full Name (*First, Middle, Last*): Lamar Price Scott

Social Security: ____ Race: B Sex: ( ) M (✓) F

Driver License: ____ State: AL

Title (i.e. *Owner*): V. Pres

Date of Birth: 7 / 12 / 71

Place of Birth: Lowndes AL. US
County *State* *Nation*

Present Address: ____ 5
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Home#: ____ Cell#: 251 422 7487

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

_____ Date: _____
Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: [illegible]
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St Mobile, AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7526 Pg:654
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the Initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
was filed on : 07/27/2017 01:57:41 PM
Com Cert. - Probate Judge

Deed Tax	$.00
Mortgage Tax:	.00
Mineral Tax:	.00
Tax Fee	.00
Judge Fee:	.00
L.P. Fee	.00
Surcharge Fee:	2.00
Recording Fee	120.00
Other:	120.00
	242.00

2017042324
Bk: LR7526
Pg: 654

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct , Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this 7th day of July, 2017

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31 #SEC 40 T45 R1W #MP29 06 40.0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of February, 20 22.

R Shawn Skinner
Notary Public

W Stephens 2/9/22
Property Owner Date

November 19 2025
My Commission Expires

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

To Whom it May Concern –

The City of Mobile: Parks and Recreation Department will be hosting an event: Saturdays at the Coop on 10.15.22. The event will begin at 7:00pm and end at 10:00pm.

Saturdays at the Coop event takes place at Cooper Riverside Park: 1 Government Street, Mobile, AL.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge Inc. to provide bar services during the event. Lit Cigar Lounge Inc. will be able to set up a bar location within the event space, in Cooper Riverside Park, during the event hours on 10.15.22.

If you have any questions, please feel free to reach out.
Thank you.

Jonni Nottingham

Jonni Nottingham

Manager of Events
City of Mobile
Parks and Recreation Department – Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation
Cooper Riverside Park

Facility: **Cooper Riverside Park – 1 Government Street Mobile, AL**

Applicant: Lit Cigar Lounge, Inc. **258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Saturdays at the Coop**

Equipment Needed:

Reservation Date
From: 10.15.22 at 7:00pm To: 10.15.22 at 10:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

1/5/22
Applicant Signature

Jami Nottingham
Rentals Representative Signature

1/5/22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:56 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Sip N Paint 104 S. Royal Street Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5536

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.03.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *LIT CIGAR LOUNGE INC*

Trade Name: SIP N PAINT

Location: 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 12.02.2022
AGENDA DATE 10.11.2022
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE AND EXIT. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSED PREMISE

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
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AGENDA DATE 10.11.2022
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Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5536

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

LIT CIGAR LOUNGE INC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *LIT CIGAR LOUNGE INC*

TRADE NAME: SIP N PAINT

LOCATED AT: 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☑ YES	☐ NO	☐	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5536

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: *N/A*

Name of Applicant(s) ***LIT CIGAR LOUNGE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
LARRY ORLANDA SCOTT AL 5630768	MEMBER	02.13.1972 MOBILE AL	
LEANNA RHONE SCOTT AL 6544954	MEMBER	07.12.1979 MOBILE AL	

Corporate information: LR 7536 PG 954 (Enter book & page or document info) Date: 07.27.2017 (Incorporation or Authority) County: MOBILE

Trade Name ***SIP N PAINT - FRIDAY DECEMBER 02 2022 EVENT***

Location 104 SOUTH ROYAL STREET (MARDI GRAS PARK) MOBILE AL 36602

Mailing Address 258 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

LIT CIGAR LOUNGE - 258 DAUPHIN STREET MOBILE AL 36602

LURE - 270 DAUPHIN STREET MOBILE AL 36602

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** _____

The undersigned LIT CIGAR LOUNGE INC - LARRY O SCOTT

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____

Signature of Affiant

Sworn to and subscribed before, me this 3rd day of October Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 800 License premises includes patio area *NO*

Square Footage N/A

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
LARRY O SCOTT	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36654

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919101601264

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SIP N PAINT **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 104 S ROYAL ST MARDI GRAS PARK MOBILE, AL 36602

Mailing Address: 6090 PHERINWOOD CT MOBILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT II
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919101601264

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: 1 blocks Nearest church: 5 blocks Nearest residence: 2 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220919101601264

Initial each — **Signature page**

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Larry Scott

Signature of Applicant:

Notary Name (print): Steven Zutz

Notary Signature:

STEVEN ZUTZ NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 08-28-2023

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220919101601264

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 12/02/2022 Ending Date: 12/02/2022
Special terms and conditions for special event/special retail:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.
Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

INFORMATION SHEET

Contact Person: Larry Scott **Phone #:** 251 401 8316

Business Name: Lit Cigar Lounge Inc.

Corporation Name: Lit Cigar Lounge, Inc.

Business Address: 258 Dauphin St. Mobile 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LQ 7536 pg 954 Mobile **County** —;
(Enter book and page or document info)

Date 7/27/17
(Incorporation or Authority)

Is business equipped with table & chairs? yes **Building seating capacity;** 150

Does the premises have a fully equipped and operational kitchen? no

Is the place of business habitually used to serve food to the public? no

If not kitchen equipped, is any type of food served? — **If yes explain:**

Square Feet of building —

For a SPECIAL EVENT, list dates: from 12/02/22 **to** ⇐.
Type of Event Sip & Paint.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Lit Time Lounge, Inc.

Note: Your Corporation or LLC's Name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) [illegible] Olanda Scott II

Social Security [illegible] Race: B Sex: (✓) M ( ) F

Driver License# [illegible] State FL

Title (i.e. *Owner*) Owner

Date of Birth 2 / 13 / 72

Place of Birth [illegible] FL US

County *State* *Nation*

Present Add [illegible]

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home# - Cell# [illegible]

Full Name (*First, Middle, Last*) [illegible] Press Sr.

Social Securi [illegible] Race: B Sex: ( ) M (✓) F

Driver Licens [illegible] State FL

Title (i.e. Ow [illegible] Vice Pres

Date of Birth 7 / 12 / 71

Place of Birth [illegible] FL US

County *State* *Nation*

Present Add [illegible]

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Home# [illegible] Cell# [illegible]

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state *"NONE"*)

NAME	DATE / VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

_____ Date: _____
Signature & Title

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: _____
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 101 S. Water St. Mobile, AL. 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7536 Pg:954
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereby certify this instrument
filed on 03/27/2017 01:31:21 PM
Ken Curtis - Probate Judge
Deed Tax $.00
Mortgage Tax $.00
Mineral Tax $.00
ID Tax $.00
Judge Fee $.00
C.P. Fee $.00
Certificate Fee $2.50
Recording Fee $3.00
Total: $151.00
$153.00
2017042324
Bk: LR7536
Pg: 954

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct . Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this the 24th day of July, 2017

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION)

MOBILE CONVENTION CENTER AS SHOWN ON PLAT RC IN MBK 49 PG 31
#SEC 40 T45 R1W #MP29 06 40 0 001

COOPER RIVERSIDE PARK

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to LIT CIGAR LOUNGE INC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 7 day of February, 20 22.

R Shawn Skinner
Notary Public

November 19 2025
My Commission Expires

2/9/22
Property Owner Date

Licensee Date

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

PARKS AND RECREATION

Monday, July 18, 2022

To Whom It May Concern:

The City of Mobile's Parks and Recreation Department will be hosting an event, Sip 'N Paint, on Friday, December 2, 2022. The event will begin at 6:00 pm and end at 9:00pm.

This event takes place at Mardi Gras Park at 104 S Royal Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge, Inc. to provide bar services during the event. Lit Cigar Lounge, Inc. will be able to set up a bar location within the event space at Mardi Gras Park during the event hours on Friday, December 2, 2022.

If you have any questions, please feel free to reach out to our office at (251) 208-1550.

Thank you,

Kati Wigfield

Kati Wigfield
City of Mobile
Parks and Recreation Department
Events Division

PARKS AND RECREATION

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

Scheduling Confirmation
Cooper Riverside Park

Facility: **Mardi Gras Park – 104 S Royal Street, Mobile, AL 36602**

Applicant: **Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401.8316**

Organization:

Event: **Sip 'N Paint**

Equipment Needed:

Reservation Date
From: 12/2/22 at 6:00 pm To: 12/2/22 at 9:00 pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

Date

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:57 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Ronald McDonald House Charities of Mobile, Inc.
Location:	205 Government Street Mobile, AL 36644

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5538

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.03.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC*

Trade Name: GIRLS JUST WANNA HAVE FUN

Location: 205 GOVERNMENT (GOVERNMENT PLAZA) STREET MOBILE AL 36644

This business is located within the City's corporate limits.

Comments:
NEW

EVENT DATE OCTOBER 13 2022
AGENDA DATE OCTOBER 11 2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
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DISTRICT 6
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This business is located within the City's corporate limits.

Comments:
NEW

EVENT DATE OCTOBER 13 2022
AGENDA DATE OCTOBER 11 2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5538

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC*

TRADE NAME: GIRLS JUST WANNA HAVE FUN

LOCATED AT: 205 GOVERNMENT (GOVERNMENT PLAZA) STREET MOBILE AL 36644

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: LIZ CALCI **PHONE#:** 251.694.6873

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5538

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
WHITEHEAD, MISTY HUDSON	BOARD PRESIDENT	02.24.1975 .	

Corporate information: _____ Date: _____ County: _____
(Enter book & page or document info) (Incorporation or Authority)

Trade Name ***RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC***

Location 205 GOVERNMENT STREET (GOVERNMENT PLAZA) MOBILE AL 36644

Mailing Address 1626 SPRINGHILL AVENUE MOBILE AL 36604
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

GENERAL APPLICATION INFORMATION

Contact Person LIZ CALCI E-mail: LIZ@RMHCMOBILE.ORG

Phone Number: Home: 251.694.6873 Cell: 251.694.6873 Bus: 251.694.6873

Do the premises have a fully equipped and operational kitchen? *N/A*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity_____ License premises includes patio area *N/A*

Square Footage_____

License covers: *BOTTOM FLOOR*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
WHITEHEAD, MISTY HUDSON AL	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.207.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36644

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [initials]

What is the applicant(s) primary business at this location? _____

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain) _____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain) _____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *NO*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? *NO*

(If YES, explain in Law violation Section) Signature of applicant _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** Assist. Direc for **DATE** 10.03.2022

The undersigned RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 3rd day of October Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1396669
Owner Name	RONALD MCDONALD HOUSE CHARITIES OF MOBIL

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030378-0001 SHAWN S. 10/03/2022 02:24PM

BUSINESS LICENSE
RONALD MCDONALD HOUSE CHARITIES OF MOBIL
123282
2022 Item: 1396669
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Total 50.00

CASH 50.00

Change due 0.00

Paid by: RONALD MCDONALD HOUSE CHARITIES OF MOBIL

Thank you for your payment

CUSTOMER COPY

THAMES BATRÉ
INSURANCE • SINCE 1891

PO Box 6989
Mobile, AL 36660
Phone: (251) 473-9000
Fax: (251) 473-9010

Invoice # 27161

ACCOUNT NUMBER	DATE
RONAMCD-01	9/30/2022
BALANCE DUE ON	ENTERED BY
10/13/2022	ARUSHING
AMOUNT PAID	AMOUNT DUE
	$100.00

Ronald McDonald House Charities of Mobile, Inc.
1626 Springhill Avenue
Mobile, AL 36604

Tax Bonds — Policy Number: - IB7718865 — Effective: 10/13/2022 to 12/12/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
193681	10/13/2022	10/13/2022	NEWB	Special Event Sales Tax Bond $10,000	$100.0

Girls Just Wanna Have Fun - October, 13th 2002

Total Invoice Balance: **$100.0**

PAYMENT OPTIONS

1 - Check, payable to Thames Batre

C, Discover, AMEX), please visit www.thamesbatre.com
Go to the "PAY MY BILL" link at top
(If you do not have the policy #, please enter "TBD")
There is a site fee of 3% plus 45 cents to pay by credit card

Please send documentation for all wires and ACH payments
to:
accounting@thamesbatre.com

TRAVELERS

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

©2009 The Travelers Companies, Inc. All Rights Reserved

(STATE OF ALABAMA)

Bond No. 107710865

Mobile COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That we, RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC of MOBILE,

Alabama, as principal and Travelers Casualty and Surety Company of America of One Tower Square, Hartford, CT 06183,

as sureties, are held and firmly bound unto the City of Mobile, in the full and just amount of Ten Thousand Thousand Dollars ($10,000.00) for the payment of which, well and truly to made, we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally firmly by these presents.

Given under our hands and seals this the 30 day of September, 2022.

Whereas, the said RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC has applied for license to operate a Special Event at Government Plaza, Mobile, Alabama Street, Mobile, Alabama, for a period not to exceed more than fourteen days beginning of the 13 day of October, 2022.

NOW, THEREFORE, THE CONDITION OF THE ABOVE IS SUCH:

That, if the said RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC shall conduct said Special Event in accordance with the law during the term aforesaid, then this obligation be void, otherwise to be and remain in full force and virtue.

RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC

M Elizabeth McCabe - POA

PRINCIPAL

Travelers Casualty and Surety Company of America

Anna B. Rushing

SURETY ANNA B RUSHING

MOBILE ALABAMA

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANNA B RUSHING**, of **MOBILE**, **AL**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107710865 **Principal: RONALD MCDONALD HOUSE CHARITIES OF MOBILE INC**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30 day of September, 2022.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

INFORMATION SHEET

Contact Person: Liz Calci Phone #: 251 370-2427

Business Name: Ronald McDonald House Charities of Mobile, Inc

Corporation Name: _____

Business Address: 1626 Springhill Avenue Mobile AL 36604

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ County _____;
(Enter book and page or document info)

Date _____ See Attached Documents
(Incorporation or Authority)

Is business equipped with table & chairs? _____ Building seating capacity: _____ N/A

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ If yes explain: N/A

Square Feet of building N/A

For a SPECIAL EVENT, list dates: from 10/13 to 10/13.
Type of Event fundraiser.

IF OPERATING AS A PRIVATE CLUB:

⇒ Does club charge & collect dues from elected members? _____
⇒ How many paid-up members are there in the Club? _____
⇒ Are regular meetings held? _____ If so, when? _____
⇒ Is business conducted through officers regularly elected? _____
⇒ Are members admitted by written application, investigation & ballot? _____
⇒ For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.
⇒ Does the property used, as well as the advantages, belong to all the members? _____
⇒ Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served? ____
⇒ Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership? _____.

N/A

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Ronald McDonald House Charities of Mobile, I
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Misty Hudson Whitehead

Social Security #_____ Race: white Sex: ( )M (✓)F

Driver License# [redacted] State AL

Title (*i.e. Owner, President, Member*) Board President

Date of Birth 02 : 24 : 1975

Place of Birth_____
County *State* *Nation*

Present Address: [redacted] 6532
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth ___ / ___ / ___

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

MA

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION

I certify that the above information is correct and true.

Elizabeth Cole · Assistant Director Date: 9/29/22
Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: City of Mobile
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: _____

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

POWER OF ATTORNEY

I Misty Hudson Whitehead, Board President of Ronald McDonald House Charities of Mobile, Inc. give Mary Elizabeth Calci (Liz) Assistant Director permission to sign for and obtain the Special Event license and ABC License for the Girls Just Wanna Have Fun Fundraiser Event held at Government Plaza on October 13, 2022.

Misty Hudson Whitehead Misty Hudson Whitehead

Notary Public Olivia Bronk

My Commission Expires 05/09/2023

Olivia Bronk Notary Public State of Alabama at Large Commission Expires 05/09/2023

Alabama Secretary of State

Ronald McDonald House Charities of Mobile	
Entity ID Number	000 - 079 - 170
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/02/1996
Registered Agent Name	KERN, CHRISTOPHER
Registered Office Street Address	254 STATE STREET MOBILE, AL
Registered Office Mailing Address	Not Provided
Nature of Business	TEMPORARY HOUSING FOR SERIOUSLY ILL CHILDREN/PARENTS
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	KERN, CHRISTOPHER
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	
Transaction Date	11/17/1997
Legal Name Changed From	Ronald McDonald Children's Charities of Mobile
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/02/1996 Certificate of Formation 5 pgs.
Document Date / Type / Pages	11/17/1997 Legal Name Change 3 pgs.

Browse Results New Search

RP1303P0509

State of Alabama
Mobile County

CERTIFICATE OF INCORPORATION

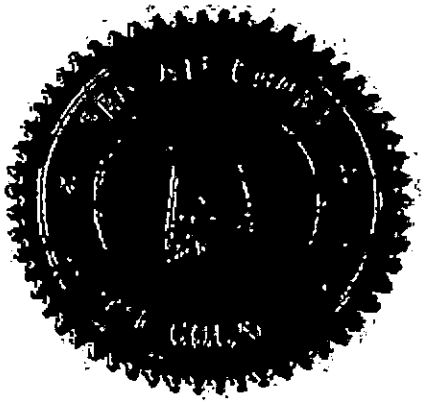
OF

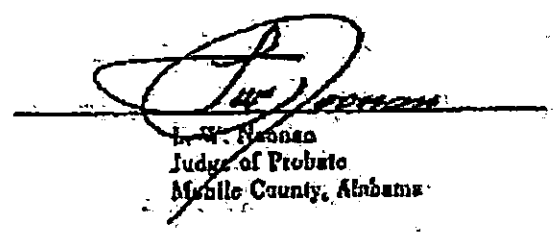
RONALD MCDONALD HOUSE CHARITIES OF MOBILE

The undersigned, as Judge of Probate of Mobile County, State of Alaba... certifies that the foregoing of INCORPORATION duly signed and verified pursuant to the provisions of Alabama NON-PROFIT Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of INCORPORATION of RONALD MCDONALD HOUSE CHARITIES OF MOBILE

Given Under My Hand and Official Seal on this the 2 ND day of AUGUST, 19 96.





Judge of Probate
Mobile County, Alabama

State of Alabama
Mobile County

CERTIFICATE OF AMENDMENT

OF

RONALD MCDONALD CHILDREN'S CHARITIES OF MOBILE (NAME CHANGED TO RONALD MCDONALD HOUSE CHARITIES OF MOBILE)

The undersigned, as Judge of Probate of Mobile County, State of Alabama, hereby certifies that the foregoing Articles of AMENDMENT duly signed and verified pursuant to the provisions of Alabama NON-PROFIT Corporation Act, have been received in this office and are found to conform to law.

Accordingly the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby, issues this Certificate of AMENDMENT of RONALD MCDONALD CHILDREN'S CHARITIES OF MOBILE (NAME CHANGED TO RONALD MCDONALD HOUSE CHARITIES OF MOBILE)

Given Under My Hand and Official Seal on this the 17TH day of NOVEMBER, 19 97

PROBATE COURT MOBILE COUNTY, ALA.

W. Norman
Judge of Probate
Mobile County, Alabama

9605-2361

ARTICLES OF INCORPORATION
OF
RONALD McDONALD HOUSE CHARITIES OF MOBILE

THE UNDERSIGNED, of the age of twenty-one years or over, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act do hereby execute the following Articles of Incorporation:

FIRST: The name of the corporation is Ronald McDonald Children's Charities of Mobile.

SECOND: The period of duration of this corporation shall be petual.

THIRD: The purpose or purposes for which the corporation is organized are:

Exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) ("§501(c)(3)") of the Internal Revenue Code of 1986, as amended ("Code"), and particularly for maintaining and operating one or more facilities in the area of [city or cities or general geographic area, e.g. "the Chicago, Illinois Metropolitan Area"] to provide temporary housing for seriously ill children and their families while the children are receiving treatment at a nearby hospital and making grants to other organizations exempt under §501(c)(3) for the benefit of children in and around the local area of the Corporation.

The Corporation is an affiliate of Ronald McDonald House Charities, Inc., an Illinois corporation not for profit, and a licensee of McDonald's Corporation with respect to the use of the name "Ronald McDonald" [tm] and other trademarks, names and

RP13PG0546

copyrights.

The Corporation may engage in any and all lawful acts which may be necessary, useful, suitable or proper for the furtherance of the purposes of the Corporation.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for goods or services rendered. No substantial part of the activities of the Corporation may consist of carrying on propaganda or attempting to influence legislation. The Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these by-laws, the Corporation shall not carry on any other activities not permitted to be carried on, (a) by a corporation exempt from Federal income tax under §501(c)(3) or (b) by a corporation, contributions to which are deductible under §701(c)(2) of the Code.

Upon the dissolution of the Corporation, the Board of Directors, shall, after paying or making provisions for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes or shall at the time qualify as an exempt organization or organizations under §501(c)(3) of the

Code, as the Board of Directors shall determine.

If the corporation is a private foundation as defined in Section 509 of the Internal Revenue Code,

(1) the corporation will distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

(2) the corporation will not engage in any act of self dea[illegible]fined in Section 4942(d) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

(3) The corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

(4) The corporation will make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

(5) the corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

FOURTH: The qualifications, rights and limitations of members shall be as set forth in the By-Laws of the corporation.

FIFTH: The address of the corporation's initial registered office is 254 State Street, Mobile, Alabama, and the name of the corporation's initial registered agent at such address is Christopher Kern.

SIXTH: The number of Directors constituting the first Board of Directors shall be four (4) and the names and addresses of the persons who are to serve as such Directors are as follows:

Sandra Meyers

Sally Woolley

Robert Capaletti

Christopher Kern
Post Office
Mobile, Alabama 36601

SEVENTH: The name and address of the incorporator is:

Christopher Kern

Dated: 8/2/96

Christopher Kern
Incorporator

This instrument was prepared by
NAME Christopher Kern
ADDRESS P.O. Box 46
Mobile AL 36601

RECORD FEE $40.00
STATE OF ALABAMA
MORTGAGE TAX
Aug 2 4 27 PM '96

ARTICLES OF AMENDMENT
AMENDING THE ARTICLES OF INCORPORATION OF
RONALD McDONALD HOUSE CHARITIES OF MOBILE

THE UNDERSIGNED, of the age of twenty-one years or over, for the purpose of amending the ARTICLES OF INCORPORATION of Ronald McDonald House Charities of Mobile, pursuant to Alabama Code §10-3A-82 do hereby execute the following Articles of Amendment:

FIRST: The name of the corporation is Ronald McDonald House Charities of Mobile.

SECOND: The Articles of Incorporation are amended to insert the following two amendments:

1) Article One designated "FIRST" is replaced by the following:

> "FIRST: The name of the corporation is Ronald McDonald House Charities of Mobile."

2) Article Three designated "THIRD" is amended such that the first paragraph of said Article is replaced with the following:

> "THIRD: The purpose or purposes for which the corporation is organized are:
> Exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) ("§501(c)(3)") of the Internal Revenue Code of 1986, as amended ("Code"), and particularly for maintaining and operating one or more facilities in the area of Mobile, Alabama, to provide temporary housing for seriously ill children and their families while the children are receiving treatment at a nearby hospital and making grants to other organizations exempt under §501(c)(3) for the benefit of children in and around the local area of the Corporation."

THIRD: There are no members of the corporation entitled to vote on these amended articles. The Board of Directors approved these amended articles by a majority vote at a meeting held on October 30, 1997.

Dated this 30th day of October, 1997.

Ronald McDonald House Charities of Mobile

By: Ray LaPierre
Ray LaPierre
Its President

By: Gray Zimlich
Gray Zimlich
Its Secretary

ATTEST:
Gray Zimlich
Its Secretary

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Ray LaPierre and Gray Zimlich whose names are signed to the foregoing instrument as President and Secretary respectively of Ronald McDonald House Charities of Mobile, and who are known to me, acknowledged before me on this date that, being informed of the contents of this instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 30th day of October, 1997.

Ruth L. Sharpe
Notary Public

(SEAL)

My Commission Expires: 5-23-2001

97079567

ARTICLES OF AMENDMENT
AMENDING THE ARTICLES OF INCORPORATION OF
RONALD McDONALD CHILDREN'S CHARITIES OF MOBILE

THE UNDERSIGNED, of the age of twenty-one years or over, for the purpose of amending the ARTICLES OF INCORPORATION of Ronald McDonald Children's Charities of Mobile, pursuant to Alabama Code §10-3A-82 do hereby execute the following Articles of Amendment:

FIRST: The name of the corporation is Ronald McDonald Children's Charities of Mobile.

SECOND: The Articles of Incorporation are amended to insert the following two amendments:

1) Article One designated "FIRST" is replaced by the following:

> "FIRST: The name of the corporation is Ronald McDonald House Charities of Mobile."

2) Article Three designated "THIRD" is amended such that the first paragraph of said Article is replaced with the following:

> "THIRD: The purpose or purposes for which the corporation is organized are:
> Exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) ("§501(c)(3)") of the Internal Revenue Code of 1986, as amended ("Code"), and particularly for maintaining and operating one or more facilities in the area of Mobile, Alabama, to provide temporary housing for seriously ill children and their families while the children are receiving treatment at a nearby hospital and making grants to other organizations exempt under §501(c)(3) for the benefit of children in and around the local area of the Corporation."

THIRD: There are no members of the corporation entitled to vote on these amended articles. The Board of Directors approved these amended articles by a majority vote at a meeting held on October 30, 1997.

Dated this 30th day of October, 1997.

Ronald McDonald Children's Charities of Mobile

By: Ray LaPierre
Ray LaPierre
Its President

By: Gray Zimlich
Gray Zimlich
Its Secretary

ATTEST:
Gray Zimlich
Its Secretary

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Ray LaPierre and Gray Zimlich whose names are signed to the foregoing instrument as President and Secretary respectively of Ronald McDonald Children's Charities of Mobile, and who are known to me, acknowledged before me on this date that, being informed of the contents of this instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 30th day of October, 1997.

Ruth L Sharpe
Notary Public

(SEAL)

My Commission Expires: 5-23-2001

State of Alabama - Mobile County
I certify this instrument was filed on:
Nov 17 1997 4:26:44 pm

Recording	$11.00
Total	$11.00

D. W. MOORER, Judge of Probate

97073567

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: July 9, 2001

Person to Contact:
Paul Perry 31-07423
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
63-1181258

Ronald McDonald House Charities of Mobile Inc
1626 Springhill Ave
Mobile, AL 36604-1415

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in September of 1997 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Ronald McDonald House Charities of Mobile Inc
63-1161258

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

_____
(Type of alcoholic beverage license)

To be used in a/an Special Event
(Type of business)

Ronald McDonald House
(Name of applicant whether individual, corporation, etc.)

205 Government St.
(Location address for application)

Mobile AL
City State Zip

n/a
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning_____ Parking Provided_____

Parking Required_____ Compliance:_____Yes _____No

_____ _____
(Signed by Urban Development Dept) Date

8

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, ( ) leased, (X) sub-leased, or otherwise surrendered to Ronald McDonald House Charities of Mobile, Inc. who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 30 day of September, 20 22

Notary Public

Property Owner

Date

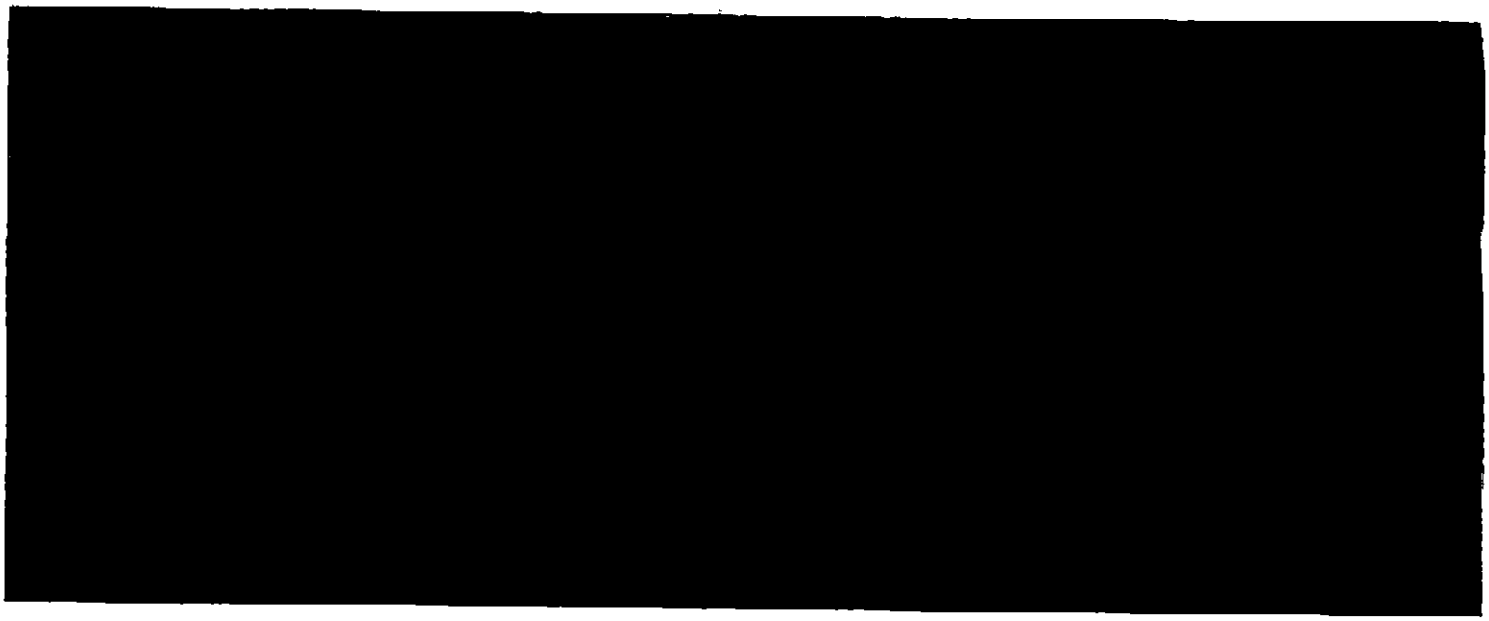
April 23 2023
My Commission Expires

Licensee

9/30/22
Date

10

Map



Property Details

Account

Key Number:	1047147
Legal Description:	A ROW ALG PERCH CREEK DESC AS FOLL BEG AT INT OF N/L PARTITION JOHN TVEDT PPTY MBK 3/179 & E/S PERCH CK TH ELY 41 FT(S) TH NELY 700 FT (S) TH WLY 30 FT(S) TH SELY 704 FT(S) TO POB BEING PT OF LOT 4 2ND DIV MCVOY TRT DBK 5/8 O S #SEC 40 T5S R1W #MP32 12 40 0 004
Parcel Number:	32124000040002XXX
Type:	Real
Property Class:	2

Location

Address:	

Owner

Name:	MOBILE CITY OF
Mailing Address:	205 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE , AL 36644

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 9:59 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail License
Submitted by:	Koma Bistro, LLC
Location:	Koma Bistro 216 St. Francis Street Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5527

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.28.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *KOMA BISTRO LLC*

Trade Name: KOMA BISTRO

Location: 216 SAINT FRANCIS STREET MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
NEW
AGENDA 10.11.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
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Comments:
NEW
AGENDA 10.11.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 30, 2022**

Re: **Application # 5527 / 216 St. Francis St**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a restaurant with retail liquor sales and an occupant less than 100 persons is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5527 DATE OCTOBER 11, 2022

APPLICANT KOMA BISTRO LLC

LOCATION 216 ST FRANCIS ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5527

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

KOMA BISTRO LLC has filed application with the City of
(Name of Applicant)

020 - RESTAURANT RETAIL LIQUOR

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *KOMA BISTRO LLC*

TRADE NAME: KOMA BISTRO

LOCATED AT: 216 SAINT FRANCIS STREET MOBILE AL 36602

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: HOWARD (TONY) DAVIS JR **PHONE#:** 251.680.0429

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.28.2022
Application No: 5527

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: *N/A*

Name of Applicant(s) ***KOMA BISTRO LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
DAVIS JR, HOWARD ERROL ANTHONY AL 7291579	MEMBER	03.08.1986 MOBILE AL	10891 SIERRA ESTATES DRIVE MOBILE AL 36602
CORLEY III, SIDELL RICHARD AL 7799831	MEMBER	11.12.1988 MOBILE AL	5359 CIMMARON COURT THEODORE AL 36582

Corporate information: 001-029-659 (Enter book & page or document info) Date: 07.14.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***KOMA BISTRO***

Location 216 SAINT FRANCIS STREET (1ST FLOOR ONLY) MOBILE AL 36602

Mailing Address 10891 SIERRA ESTATES DRIVE MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***YES***

(If YES, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** MEMBER **DATE** _____

The undersigned KOMA BISTRO LLC dba KOMA BISTRO - HOWARD A DAVIS JR
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 28 day of September Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person HOWARD (TONY) DAVIS JR E-mail: KOMABISTROMOB@GMAIL.COM

Phone Number: Home: 251.680.0429 Cell: 251.680.0429 Bus: 251.680.0429

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 49 License premises includes patio area *NO*

Square Footage 2100

License covers: *BOTTOM FLOOR*

License Structure: *MULTI-STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
DAVIS JR, HOWARD ERROL ANTHONY AL 7291579	DRIVING UNDER INFLUENCE LIQUOR (DUI)	HOOVER AL POLICE DEPT 11.13.2016	PROBATION
CORLEY III, SIDELL RICHARD AL 7799831	DRUG POSSESSION	MOBILE CO SHERIFF DEPT 04.29.2017	FINE PAID
	2ND DEGREE ASSAULT	MOBILE POLICE DEPT 2021	PENDING

Filing Fee Acknowledgement

I understand that if my application is denied or ~~discontinued, I~~ will not be refunded the filing fee required by this application.

Signature of Applicant: _____

Lease /Property Ownership

Name of Property Owner/Lessor: ALMA ASSOCIATES LLC / MARGO ALDERTON 917-684-0330

Address of Property Owner/Lessor: 216 ST FRANCIS STREET STE 100 MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) HH

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1388055
Owner Name	KOMA BISTRO LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030302-0003 SHAWN S. 09/28/2022 11:37AM

BUSINESS LICENSE
KOMA BISTRO LLC
122679
2022 Item: 1388055
ALCOHOL APPLICATION
FEE 50.00

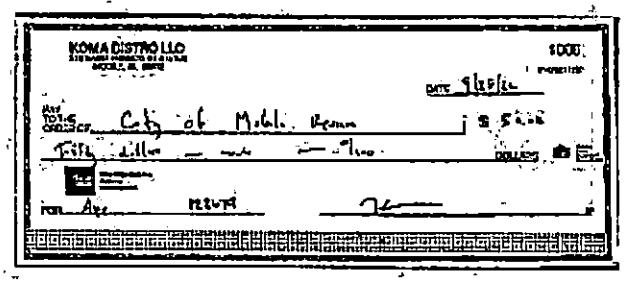
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 1006

Change due 0.00

Paid by: KOMA BISTRO LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220913134722988

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: KOMA BISTRO **Filing Fee:** $50.00

Applicant: KOMA BISTRO LLC **Transfer Fee:**

Location Address: 216 SAINT FRANCIS ST FIRST FLOOR MOBILE, AL 36602

Mailing Addres BILE, AL 36608

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001029659

Do you sell Draft Beer?:

Date Incorporated: 07/14/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/14/2022

Federal Tax ID: 88-3238996 **Alabama State Sales Tax ID:** R011507302

Name:	Title:	Date and Place of Birth:	Residence Address:
HOWARD ERROL ANTHONY DAVIS JR 7291579 - AL	MEMBER	03/08/1986 MOBILE AL	
SIDELL RICHARD CORLEY III 7799831 - AL	MEMBER	11/12/1988 MOBLE AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: HOWARD DAVIS
Business Phone: 251-287-0962
Fax:

Home Phone: 251-680-0429
Cell Phone: 251-680-0429
E-mail: KOMABISTROMOB@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220913134722988

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ALMA ASSOCIATES LLC 917-684-0330
What is lessors primary business? WINE BAR
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2100 Display Square Footage:
Building seating capacity: 49 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
HOWARD DAVIS	DUI 2/2016	HOOVER POLICE DEPARTMENT	PROBATION
SIDELL CORLEY	DRUG POSSESSION 2/2016	MOBILE POLICE DEPARTMENT	PAID FINE
SIDELL CORLEY	2ND DEGREE ASSAULT 2021	MOBILE POLICE DEPARTMENT	PENDING

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220913134722988

ial each **Signature page**

[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[HD]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[XXX]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
[XXX]	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[XXX]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[HD]	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
[HD]	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
[HD]	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Howard Davis

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name	KOMA BISTRO	Applicant	KOMA BISTRO LLC
Location	216 SAINT FRANCIS ST FIRST FLOOR MOBILE AL 36602	License Type	020
Contact	HOWARD DAVID/ SIDELL CORLEY	ABC Staff	S/ DURHAM
Telephone	251-680-0429	Date	9/14/2022

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1	X	FILING FEE	$50.00		
2	N/A	Transfer Fee			
3	N/A	Application			
4	N/A	Transfer Agreement			
5	N/A	Current ABC License & Current Owner Driver License			
6	N/A	Current ABC Licensee's Liquor Liability Insurance			
7	X	Lease			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
8	X	Corporation/LLC/LLP/Partnership Agreement/Association			
9	X	List of Members			
10	X	IRS Employer Identification Number (EIN)			
11	X	Alabama Dept of Revenue State Sales License			
12		Sketch (On-premise consumption & packages store only)			
13	N/A	City of Mobile Ordinance			
14		Restaurant Menu			
15	X	Restaurant Memorandum of Understanding			
16	X	Rules & Regulations/Title 28			
17	N/A	Copy of Tobacco Regulation			
18	X	Filing/Transfer Fee Acknowledgement	9/20/2022		
19	X	Instructions to License			
20	X	Person in Charge Sign			
21	N/A	Club Liquor Class I and II License Only			
	n/a	Corporation/LLC/LLP			
	n/a	Bylaws			
	n/a	Membership List			
	n/a	Compliance Checklist			
22	X	X Identification/Photograph			
23	X	Identification (DL, State / Military ID or US Passport-color copy)			
	X	Officer/Member 1			
	X	Officer/Member 2			
24	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)			
	x	Officer/Member 1			
	X	Officer/Member 2			
25	X	Background Check			
	X	Officer/Member 1		D XXXXXXXXXX	
	X	Officer/Member 2			
26		Co Health Dept. Permit/Inspection (On-premise lic			
27	N/A	City Business License (Required for tobacco only			
28	X	Insurance			
29	N/A	Current Owner Insurance			
30		*License Fee	$600.00		
31		City/County Approval			

Application expires on jANUARY 14, 2023

sandy.durham@abc.alabama.gov

Before September 20, 2022 Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

** Make personal or business checks payable to: Alabama ABC Board.*

Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* ____ *Photograph Location*

Receipt Confirmation Page

Receipt Confirmation Number: 20220913134722988

Application Payment Confirmation Number: 60827633

Payment Summary	
Payment Item	Fee
Application Fee for License 020	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: KOMA BISTRO
Applicant Name: KOMA BISTRO LLC
Location Address: 216 SAINT FRANCIS ST FIRST FLOOR
MOBILE, AL 36602
Mailing Address: VE
Contact Person: HOWARD DAVIS
Contact Home Phone: 251-680-0429
Contact Business Phone: 251-287-0982
Contact Fax:
Contact Cell Phone: 251-680-0429
Contact Email Address:
Contact Web Address:

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20220913134722988

Application Payment Confirmation Number: 60827633

Payment Summary	
Payment Item	Fee
Application Fee for License 020	$50.00
Total Amount to be Charged	$50.00

Application Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

Continue

Technical Support: 888-353-3458 or support@alabamainteractive.org

Version 2.9.0

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Mima Bima LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members.

Full Name (*First, Middle, Last*) Howard Davis IV

Social Security # _____ Race: Black Sex: (✓)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 3 / 8 / 1986

Place of Birth Mobile (*County*) AL (*State*) USA (*Nation*)

Present Address: _____ (*Street Address (Apt#)*) _____ (*City*) _____ (*State*) 36602 (*Zip Code*)

Length of Time at Address: 2 months Home# _____ Cell# 2516800479

****

Full Name (*First, Middle, Last*) Jarell Corley III

Social Security # _____ Black Sex: (✓)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 11 / 12 / 1988

Place of Birth Mobile (*County*) AL (*State*) USA (*Nation*)

Present Address: 5369 Cinnamon Ct Meadow AL (*Street Address (Apt#)*) (*City*) (*State*) 36587 (*Zip Code*)

Length of Time at Address: 3 years Home# _____ Cell# 251 215 9577

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Howard Davis	2016	DUI	Hoover, AL	probation / case closed
Sidell Carley	2017	Possession	Mobile, AL	Closed

I certify that the above information is correct and true.

Signature & Title

Date: 8/16/22

****

* PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Margo Alderton

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 216 Saint Francis Street 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

FORM A

Name: HOWARD DAVIS JR Account #

Business Name: KOMA BISTRO LLC

Business Location and Tax ID No.: 216 ST FRANCIS ST MOBILE AL 36602 88-3238996

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, HOWARD DAVIS JR ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 8/16/22 Howard Davis JR

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

August 24, 2022

Dear Mr. Davis,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8012202527
NAME:DAVIS,HOWARD JR

SID:AL02317690

CERTIFIED COPY
OF ALEA DOCUMENT

08-24-2022 08:45 ALLEA0049
*ATN/TCN8012202527
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02317690
****** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS
****** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.
********** NOTICE AND WARNING **********
* THIS RECORD IS CONFIDENTIAL AND RESTRICTED
* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.
* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS
* DEPICTED AND DISSEMINATION IN VIOLATION OF
* THIS RESTRICTION WILL SUBJECT THE OFFENDER
* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL
* PENALTIES. THIS DOCUMENT MUST BE SECURED AND
* DESTROYED BY BURNING OR SHREDDING WHEN NO
* LONGER NEEDED.
*-ALABAMA CRIMINAL HISTORY- REPORT DATE: 08-24-2022
*NAME STATE ID NO. FBI ID NO.
*DAVIS,HOWARD ANTHONY 7878HD7
*SEX RACE BIRTH DATE HEIGHT WE OB
*M B 03-08-1986 511 220 BRO BLK AL
*SOCIAL SECURITY SCARS-MARKS-TATTOOS
TAT LF ARM
TAT RF ARM
*ALIAS NAMES
* DAVIS,HOWARD A
* HOWARD,DAVIS JR
* DAVIS,HOWARD JR
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
*
*ARREST-01
* DATE OF ARREST - 03-27-2010
* AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000
* NAME - DAVIS,HOWARD ANTHONY
* CHARGE 01 - 5404 DRIV UNDER INFLUENCE LIQUOR-DUI
* DATE OF OFFENSE - 03-27-2010
* AGENCY CASE NO. - 2010006251
* CHARGE 02 - 5499 TRAFFIC OFFENSE-LEAVING SCENCE ACCI
* DATE OF OFFENSE - 03-27-2010
* AGENCY CASE NO. - 2010006251
*ARREST-02

```
*  DATE OF ARREST - 09-11-2010                                          *
*  AGENCY -  MOBILE PD  ORI - AL0020100                                 *
*    NAME - DAVIS,HOWARD ANTHONY                                        *
*      CHARGE  01 -  5404  DRIV UNDER INFLUENCE LIQUOR-DUI              *
*      DATE OF OFFENSE - 09-11-2010                                     *
*      AGENCY CASE NO. - 2010019220                                     *
*ARREST-03                                                             *
*  DATE OF ARREST - 11-13-2016                                          *
*  AGENCY -  HOOVER POLICE DEPT  ORI - AL0011200                        *
*    NAME - DAVIS,HOWARD ANTHONY                                        *
*      CHARGE  01 -  5404  DRIV UNDER INFLUENCE LIQUOR-                 *
*      DATE OF OFFENSE - 11-13-2016                                     *
*      AGENCY CASE NO. - 16-115086                                      *
*TOTAL NUMBER OF ARRESTS- 3                                            *
*RECORD LAST UPDATED 08/24/2022                                        *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED                    *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR                       *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH                      *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.                         *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE                           *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                                    *
*LAST PAGE ON SID AL02317690                                           *

SEQ #  107 MRI # 97073626
```

FORM A

Name: Sidell Corley Account #

Business Name: Koma Bistro

Business Location and Tax ID No.: 216 St. Francis 883238996

For Official Use Only	FORM A
Citizenship status confirmed by _____ Date _____	

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided:

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Sidell Corley *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 8/16/22

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

August 24, 2022

Dear Mr. Corley,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx
TCN:8002203728
NAME:CORLEY,SIDELL RICHARD III
SOC:418316223
ABI RESULT:IDENT
SID:AL02878304

08-24-2022 08:40 ALLEA0049
*ATN/TCN8002203728
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02878304
****** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS
****** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.
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* PENALTIES. THIS DOCUMENT MUST BE SECURED AND
* DESTROYED BY BURNING OR SHREDDING WHEN NO
* LONGER NEEDED.
****
*-ALABAMA CRIMINAL HISTORY- REPORT DATE: 08-24-2022
*NAME STATE ID NO FBI ID NO
*CORLEY,SIDELL RICHARD
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M B 11-12-1988 604 290 BRO BLK AL
SCARS-MARKS-TATTOOS

*ALIAS NAMES
* CORLEY,SIDELL RICHARD III
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
****
*ARREST-01
* DATE OF ARREST - 04-29-2017
* AGENCY - MOBILE CO SHERIFFS DEPT ORI - AL0020000
* NAME - CORLEY,SIDELL RICHARD
* CHARGE 01 - 3599 DANGEROUS DRUGS-USE POSSESSION DRUG*
* DATE OF OFFENSE - 04-29-2017
* CHARGE 02 - 3562 MARIJUANA POSSESS-POSSESSION MARIJU*
* DATE OF OFFENSE - 04-29-2017
*TOTAL NUMBER OF ARRESTS- 1
*RECORD LAST UPDATED 08/24/2022
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.

CERTIFIED COPY
OF
ALEA DOCUMENT

*RECORD IS CONFIDENTIAL AND INTENDED FOR USE *
*BY CRIMINAL JUSTICE AGENCIES ONLY. *
*LAST PAGE ON SID AL02878304 *

SEQ # 97 MRI # 97071945

MUNICIPAL COURT OF MOBILE, AL	**CASE ACTION SUMMARY**	Case Number: CI.026165
Revised 10/26/2016		Docket Number: C017001713

Defendant Name and Address:	Sex:	Race:	Date of Birth:	Court Date:
SIDELL RICHARD CORLEY III **6016 COOPER DRIVE** **MOBILE, AL 36693**	MALE	BLACK	11/12/1988	May 22, 2017

Charge: POSSESS DRUG PARAPHERNALIA 1ST OFFENSE	
Offense Date: April 29, 2017	Arresting Officer: JOANIE HUGHES
Complainant: JOANIE HUGHES	Bond Amount: 0.00 -
	Attorney of Defendant:
	Sureties:

On the defendant appears in open court in person and pleads . After hearing the evidence, it is the judgment of the court that this case is **NOLLE PROSSED.**

On this date: 5/22/2017

Judge / Municipal Clerk

Appeal Record	
Date of Appeal	
Amount of Bond	
Bondsmen	

Mobile Municipal Court
City of Mobile

CL0261165

State of Alabama United Judicial System Form MC-38 Rev 6/89	**COMPLAINT**	PD Case Number: M217040437101 Case Number: C017001713

THE STATE OF ALABAMA
Mobile COUNTY

IN THE MUNICIPAL COURT OF
Mobile

CITY OF Mobile vs. SIDELL RICHARD CORLEY III
Defendant
DOB: 11/12/1988

Before me, Magistrate of the Municipal Court of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that she has probable cause for believing and does believe that SIDELL RICHARD CORLEY III, whose name is otherwise unknown to complainant, did, on or about April 29, 2017, within 12 months of the commencement of this action, commit the offense of POSSESS DRUG PARAPHERNALIA 1ST OFFENSE, 13A-12-260 within the City/Town of Mobile, or the Police Jurisdiction thereof, in that he did:

Possess equipment design to process an illegal controlled substance by:

On April 29, 2017 the defendant Sidell Richard Corley III was found to be in possession of a cylindrical grinder that was inside of a granola box that way laying on the front passenger sit of his vehicle. The grinder is use to grind an illegal controlled substance,

In violation of Ordinance Number/Section 39-1, which embraces Section 13A-12-260, Code of Alabama 1975, previously duly adopted, effective and in full force at the time the offense was committed.

Sworn to and subscribed before me this
the 1st day of May, 2017

Complainant
JOANIE HUGHES #16885

Magistrate

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   KOMA BISTRO, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): HOWARD A DAVIS

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   308

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-029-659 DLL

Date	07/14/2022
Time	09:48:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

○ Series LLC complying with Title 10A, Chapter 5A, Article 11

○ Professional LLC complying with Title 10A, Chapter 5A, Article 8.

○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 7 / 14 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 48 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

7 / 14 / 2022
Date (MM/DD/YYYY)

Christen Davis
Signature as required by 10A-5A-2.04

ACCOUNTANT
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
CHRISTEN DAVIS		

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

KOMA BISTRO, LLC

This name reservation is for the exclusive use of CHRISTEN DAVIS, 10891 SIERRA ESTATES DR, MOBILE, AL 36608 for a period of one year beginning July 14, 2022 and expiring July 14, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 14, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES034216

Partnership Agreement

THIS PARTNERSHIP AGREEMENT is entered into on 8/1/22, 2022 between the following persons:

Name: Howard Davis ("Party 1")
Address

AND

Name: Scott Carly ("Party 2")
Address:

The above-named persons agree that upon the commencement date of this partnership, they shall be deemed to have become partners in business. The purposes, terms and conditions of this partnership are as follows:

1. Business/Project Name - Home Bistro

2. Address/Site of business -

3. Purpose of the project/business - Serve gourmet pizza in downtown Mobile. Able to guests location.

4. Term - The partnership shall commence on the date mentioned above and continue until dissolved by mutual agreement of the partners, or as per terms below.

5. Contributions of each partner -

The nature of blogging is such that keeping track of hours spent is too difficult and would take away from the time necessary to accomplish the project. Therefore this project/business shall be divided into responsibilities to which one is no less important than the others.

It is agreed upon by the parties that:

Party 1 shall be responsible for Staffing, hiring and firing as well as training.

AND

Party 2 shall be responsible for Managing aside of website Plans order and Tabulating orders

6. Expectations - Each partner agrees they will uphold their responsibilities in a business-like fashion doing nothing to jeopardize or harm the project/business. Each person is obligated to inform the other if they are unable to accomplish their responsibilities to the greatest degree in the time allotted.

7. Assets - (This part needs to be thought through. If you guys are not creating an llc and using that to buy the domain/hosting/etc. . . then who owns the assets? If you're doing a "bundle sale" together, someone is going to own the email list and the ability to make future sales from it. Someone is going to own the content, the reputation, the incoming links. . . those all need to be accounted for in this partnership. Whomever gets that should get a smaller percentage of the cash return)

The assets created by this business are owned by the following:

Email List: Kombirthmail@gmail.com

URL where business/project is hosted: Kombirth.com

Relationships with partners/brands: High school, Scout Scout

Affected Social Media Channels: Facebook, Instagram

Hosting of said business: _____

Account where monies are deposited: Wells Fargo

(If book) Amazon account where book is sold: _____

Other: _____

8. Ownership Control - The partners shall have exclusive control over the business and each partner shall have equal rights in the management and conduct of the partnership business. Any difference arising as to the ordinary matters connected with the partnership business shall be decided by a third party arbitrator chosen and agreed upon by the partners.

Ownership shall be 50/50 between the partners
Revenue ownership shall be 65 / 35 with the majority partner owning the assets getting 35%.

9. Profits & Expenses – Expenses shall be discussed prior to occurring and agreed upon by both parties. At the end of each month profit shall be calculated as all revenue incurred minus the agreed upon expenses. Monies shall be distributed equitably based on the above agreed upon revenue percentage.

10. Disputes - Disputes that would jeopardize new business, contracts, or existing clients and cannot be resolved by the partners within thirty days will be submitted to a mutually agreed upon arbitrator whose decision will be final. Any disagreements or differences that affect the management of the partnership business and would jeopardize new business, contracts, or existing clients and cannot be resolved by the partners within thirty days will be submitted to an arbitration process designed to repair the partnership relationship and solve said differences or disputes.

11. Partnership Termination - In the event the partnership is an equaly 50/50 revenue split with ownership of the assets in an LLC or other independent entity, a partner will have the right to terminate ownership by quitclaiming all rights to future revenues and assets and signing all necessary documentation to the same.

In the same said event if one partner wants to buy out the other partner, an offer must be made in writing and sent to the selling partner. By tendering an offer to buy out a partner that partner agrees to immediately sell their portion for the exact purchase price tendered, without recourse. Therefore, someone making an offer needs to be equally prepared to sell, upon delivery.

In the event one partner owns the assets, termination by that partner would be wholly unfair to the partnership. Therefore, the asset owning partner upon termination will agree to tender $1,000 or 15% of all gross revenue to the other partner upon termination.

12. Dissolution - In the event of retirement, expulsion, bankruptcy, death, or insanity of a general partner, the remaining partners have the right to continue the business of the partnership under the same name by themselves, or in conjunction with any other persons they select.

Signatures of the Partners

	8/1/22
(name)	(date)
	8/1/22
(name)	(date)

STATE OF ALABAMA
COUNTY OF MOBILE

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME
THIS 1st DAY OF August IN THE YEAR OF 2022

SIGNATURE OF NOTARY PUBLIC
MY COMMISSION EXPIRES 11/12/25

SHAQUERA UPSHAW
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 11-12-2025

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-14-2022

Employer Identification Number:
88-3238996

Form: SS-4

Number of this notice: CP 575 A

KOMA BISTRO LLC
HOWARD DAVIS JR MBR
1
F

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3238996. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2022
Form 940	01/31/2023
Form 1065	03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Restaurant

(Type of business)

Noma Bistro

(Name of applicant whether individual, corporation, etc.)

214 St Francis St

(Location address for application)

Mobile	AL	36602
City	State	Zip

2100

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

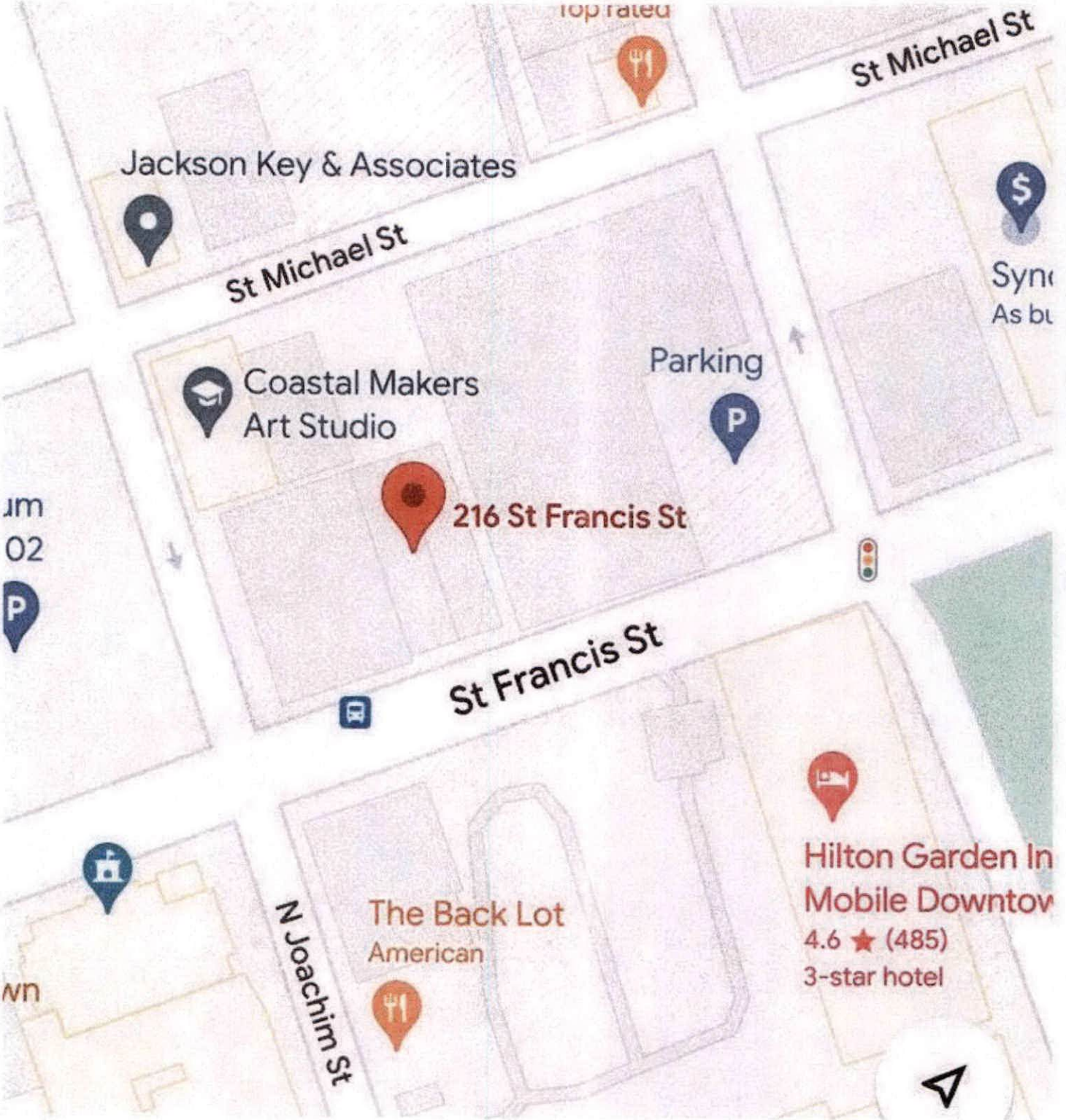
Zoning T-5.2 Parking Provided N/A

Parking Required N/A* Compliance: X** Yes _____ No

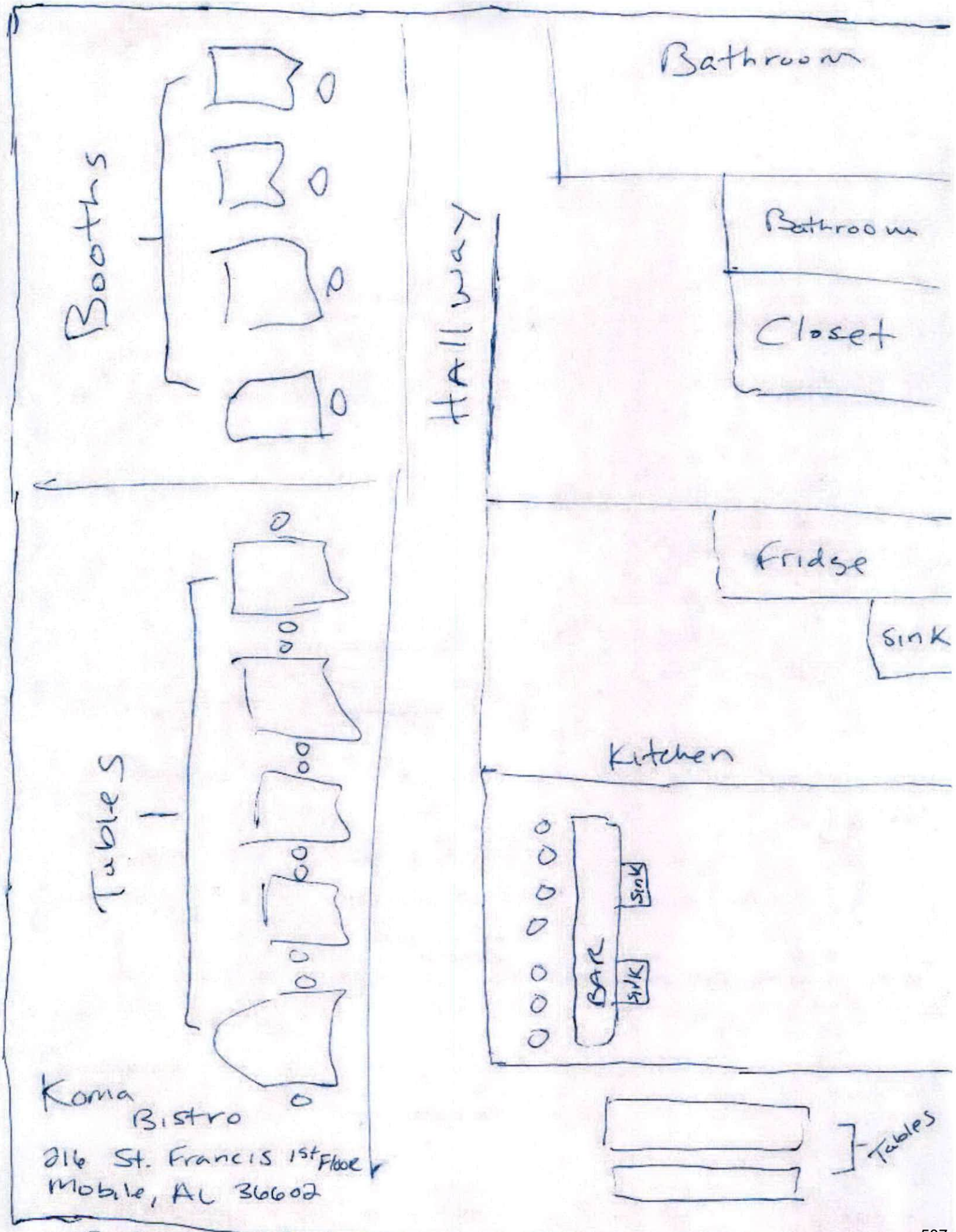
(Signed by Urban Development Dept) Date

*The site is within the Downtown Development District, which exempts T-5.2 from parking requirements.

**Restaurants with an occupancy load under 100 persons is a permitted use by right in the T-5.2 zoning district.


St Michael St
Jackson Key & Associates
St Michael St
Coastal Makers
Art Studio
Parking
216 St Francis St
St Francis St
The Back Lot
American
N Joachim St
Hilton Garden In
Mobile Downtov
4.6 ★ (485)
3-star hotel

St. Francis St
S Conception St.
Koma
N Joachim St


Booths
Bathroom
Bathroom
Closet
Hallway
Fridge
Sink
Kitchen
Tables
BAR
Sink
Sink
Tables
Koma Bistro
216 St. Francis 1st Floor
Mobile, AL 36602

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to Norma Bland who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this _____ day of _____ 20_____.

Notary Public

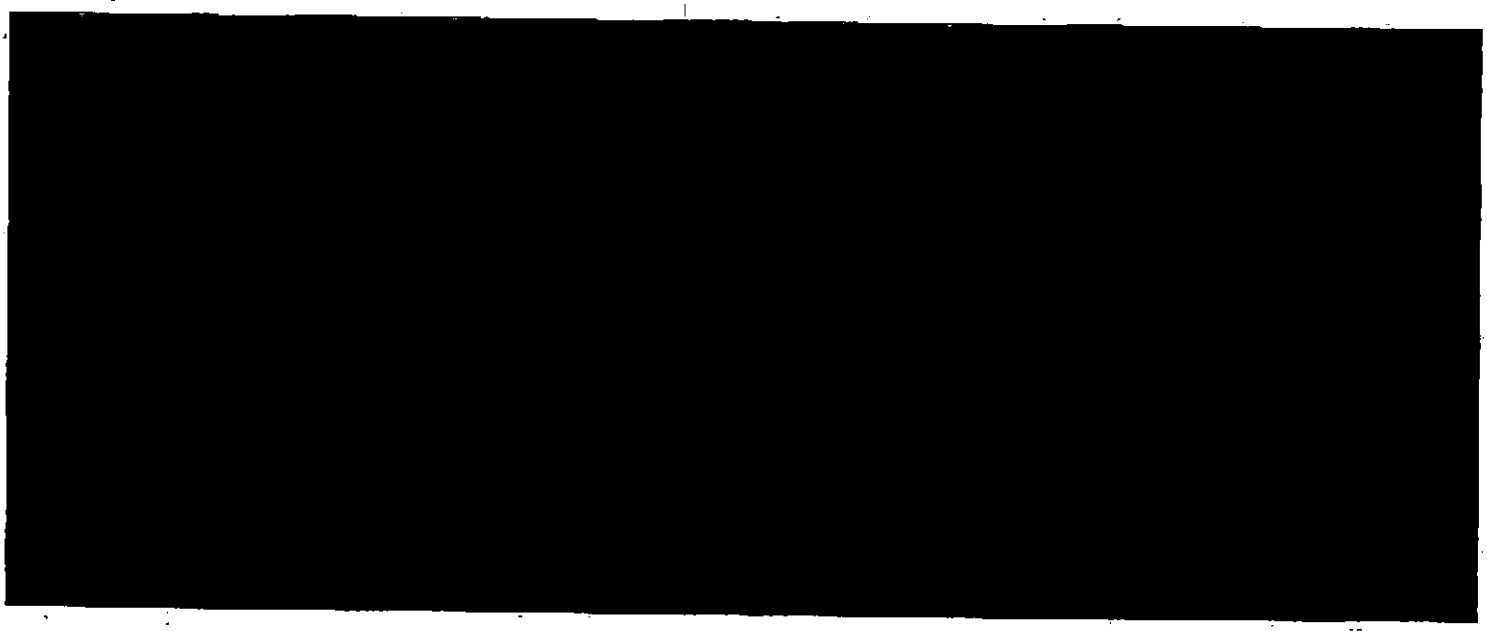
Property Owner — Date 08/25/2

11/12/26
My Commission Expires

Licensee — Date 9/6/22

SHAQUERA UPSHAW
MY COMMISSION EXPIRES
NOTARY PUBLIC
11-12-2025
ALABAMA STATE AT LARGE

Map



Property Details

Account	
Key Number:	735681
Legal Description:	ALL THAT LOT OF LAND ON N/S ST FRANCIS ST BET JOACHIM & CONCEPTION ST BEG AT PT ON N/S ST FRANCIS ST 80 FT E OF NE COR ST FRANCIS & JOACHIM ST SD PT BEI THE WLY EDGE OF THE WLY WALL OF THE TWO STORY BRICK BUI NOW ON SD LOT TH RUN ELY ALG THE N/L OF ST FRANCIS ST 22 FT M/L TO THE ELY EDGE OF THE ELY WALL OF SD BUILDING & EXTENDING BACK NLY WITH EVEN WIDTH 104 FT M/L FOR THE DEPTH OF SD LOT #SEC 40 T4S R1W #MP29 06,40.0 002
Parcel Number:	2906400002167XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	ALMA ASSOCIATES LLC

COMMERCIAL LEASE AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This lease, is made this the 29th day of July, 2022, by and between Alma Associates LLC, hereinafter called "Lessor" and Koma Bistro, hereinafter called "Lessee", The Agent for Lessor is CRE-Mobile, hereinafter called "Agent:

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile, Mobile County, Alabama, to-wit, together with improvements thereon "Premises":

1. DESCRIPTION

Ground/First Floor, 216 St Francis Street, Mobile, AL; more particularly described in Exhibit A attached hereto.

2. TERM

For continuous use and occupancy by the Lessee as a Wine Bar/ Restaurant, further described in Exhibit B and for no other different use or purpose, for and during the term of Thirty Seven (37) Months beginning on the 1st day of August, 2022 and ending on the 31st day of August, 2025

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent as fixed minimum rent for the Premises for the whole term hereunder, the sum of One Hundred Forty Thousand ($140,400) and 0/100's Dollars, which said sum represents the rent due for the space. Payments are due, in the amount of Three Thousand Nine Hundred ($3,900.00) and 0/100's Dollars, at the beginning of each month.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

3. SECURITY DEPOSIT

Lessee has deposited with Lessor the sum of Four Thousand and 00/100 Dollars ($4,000.00) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the or event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

~~**4. RENT AND TENANCY FEE**~~

~~Lessee herewith agrees to pay the rent and Tenancy Fee as described in paragraph 2 above, said Tenancy Fee to cover the cost to Tenant of all water, natural gas, heating, hot water, and broadband~~

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

9/6/12
Date

Owner of Property (Signature)

Print Name of Property Owner

1201
Address

MOBILE AL 36602
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

9/6/12
Date

Applicant's Signature

Howard Davis
Print Name of Applicant

Address

Mobile AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5527
Business Name	KOMA BISTRO LLC
Company DBA	KOMA BISTRO
Business Address	216 ST FRANCIS STREET (1ST FLOOR) 36602
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	09.28.2022
Agenda Meeting Date	10.11.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 10:00 AM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Buta Singh, LLC
Location:	Gulf Coast, LLC 4659 Airport Boulevard Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5521

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.30.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *BUTA SINGH LLC*

Trade Name: GULF COAST LLC

Location: 4659 AIRPORT BLVD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:

NEW
AGENDA DATE
10.11.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
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DISTRICT 7
CITY CLERK
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Trade Name: GULF COAST LLC

Location: 4659 AIRPORT BLVD MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
10.11.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 30, 2022**

Re: **Application # 5521 / 4659 Airport Blvd**

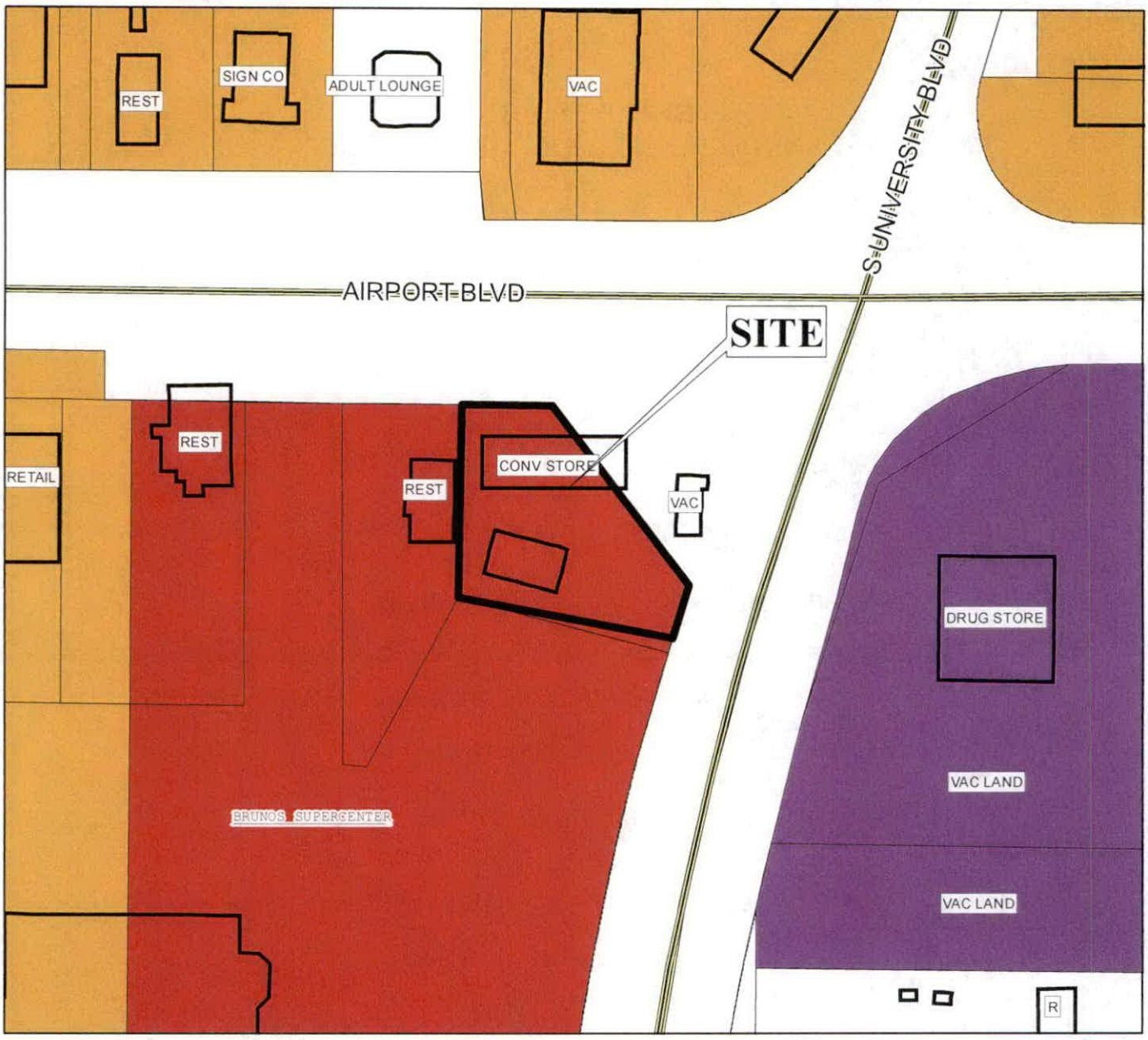
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 6, Scott Jones (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5521 DATE OCTOBER 11, 2022

APPLICANT BUTA SINGH LLC

LOCATION 4659 AIRPORT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5521

☑ NEW APPLICATION	☐ TRANSFER-OWNERSHIP	☐ TRANSFER-LOCATION

BUTA SINGH LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BUTA SINGH LLC*

TRADE NAME: GULF COAST LLC

LOCATED AT: 4659 AIRPORT BLVD MOBILE AL 36608

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: RG SINGH **PHONE#:** 408.921.0573

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.30.2022
Application No: 5521

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***BUTA SINGH LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
SINGH, RAVINDER MS 802784831	MEMBER	04.01.1981 PUNJAB INDIA	E 4573
SINGH, GURJANT MS 802334241	MEMBER	03.16.1979 PUNJAB INDIA	OAD

Corporate information: 001-011-408 (Enter book & page or document info) Date: 03.28.2021 (Incorporation or Authority) County: RANKIN MS

Trade Name ***GULF COAST LLC***

Location 4659 AIRPORT BLVD MOBILE AL 36608

Mailing Address PO BOX 3354 GULFPORT MS 39505
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

K.S

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Karnbir singh POA

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Karnbir singh POA

COUNTY OF **MOBILE** **TITLE** POWER OF ATTORNEY **DATE** 09.30.2022

The undersigned BUTA SINGH LLC dba GULF COAST LLC - KARNBIR SINGH (POWER OF ATTORNEY)
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Karnbir singh POA
Signature of Affiant

Sworn to and subscribed before, me this 30 day of September Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person RG SINGH E-mail: RG@FUELX.COM

Phone Number: Home: 408.921.0573 Cell: 408.921.0573 Bus: 408.921.0573

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 1800

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
SINGH, RAVINDER MS 802784831	NONE		
SINGH, GURJANT MS 802334241	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Kamhir Singh POA

Lease /Property Ownership

Name of Property Owner/Lessor: CIRCLE K/MACS GP 800.454.1070

Address of Property Owner/Lessor: 2555 EAST CAMELBACK ROAD STE 400 PHOENIX AZ 85016

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) K.S POA

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220711095307323

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $50.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: BUTA SINGH **Filing Fee:** $100.00

Applicant: GULF COAST LLC **Transfer Fee:**

Location Address: 4659 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 10406HWY 49 GULFPORT, MS 39503

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:**

Book, Page, or Document info: 2022029003

Do you sell Draft Beer?:

Date Incorporated: 01/24/2022 **State incorporated:** MS **County Incorporated:** RANKIN

Date of Authority: 03/29/2022

Federal Tax ID: 36-5008545 **Alabama State Sales Tax ID:** R011418967

Name:	Title:	Date and Place of Birth:	Residence Address:
GURANT SINGH 802334241 - MS	MEMBER	03/16/1979 PUNJAB INDIA	
RAVINDER SINGH 802784831 - MS	MEMBER	04/01/1981 PUNJAB INDIA	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: R G SINGH
Business Phone: 408-921-0573
Fax:

Home Phone: 408-921-0573
Cell Phone: 408-921-0573
E-mail: RG@FUELX.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220711095307323

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CIRCLE K/MACS GP 800-454-1070
What is lessors primary business? C STORES AND GAS STATIONS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1800 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220711095307323

Signature page

Initial each

RS. In reference to law violations, I attest to the truthfulnss of the responses given within the application.

RS. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

RS. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXX In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

RS. In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

RS The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

RS I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): RAVINDER SINGH

Signature of Applicant: [signature]

STATE OF MISSISSIPPI LEE BALCH NOTARY PUBLIC ID No. 109890 My Comm. Expires Aug. 19, 2022 MADISON COUNTY

Notary Name (print): Lee Balch

Notary Signature: Lee Balch

Commission expires: 8/19/22

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1396492
Owner Name	BUTA SINGH LLC DBA GULF COAST LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030302-0016 SHAWN S. 09/30/2022 12:36PM

BUSINESS LICENSE

BUTA SINGH LLC DBA GULF COAST LLC
122749
2022 Item: 1396475

ISSUANCE FEE	10.00
445110	
GROCERIES-RETAIL	
GROCERY SALE CIT	361.68
ZONING FEE	8.11
BUSINESS LICENSE	
PENALTY	109.39

BUTA SINGH LLC DBA GULF COAST LLC
122749
2022 Item: 1396477

447110	
GASOLINE-SELLING AT	
RETAIL CITY	1,298.11
BUSINESS LICENSE	
PENALTY	384.00

BUTA SINGH LLC DBA GULF COAST LLC
122749
2022 Item: 1396492

ALCOHOL APPLICATION	
FEE	50.00
	2,221.29

Subtotal	**2,221.29**
Total	**2,221.29**
CASH	2,221.29
Change due	**0.00**

Paid by: BUTA SINGH LLC DBA GULF COAST LLC

Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: RG Singh **Phone #:** (408)921-0573

Business Name: Bota Singh LLC

Corporation Name: ~~Bota Singh LLC~~ B

Business Address: 4659 Airport Blvd. Mobile, AL 3608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. N/A **County** N/A ;
(Enter book and page or document info)

Date N/A
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;** NO

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? NO **If yes explain:** N/A

Square Feet of building 1800

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event N/A .

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social** ____; **Patriotic** ____; **Political** ____; **Athletic** ____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Buta Singh LLC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (X) *LLC*

Fill in Information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*Fi*: Gurjant Singh

Social Security: Race: South Asian Sex: (X)M ( )F

Driver Licens: State MS

Title (*i.e. Owner, President, Member*): Member

Date of Birth 3/16/79

Place of Birth: Indian Hyderabad India
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 8yrs Home# N/A Cell#

****

Full Name (*First, M*: Ravinder Singh

Social Security #: Race: South Asian Sex: (X)M ( )F

Driver License#: State MS

Title (*i.e. Own*: Member

Date of Birth 4/1/81

Place of Birth: MA Rajab India
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 6yrs Home# N/A Cell# (408)921-0573

Full Name (*First, Middle, Last*) Manpreet Singh

Social Security # Race: Sattwarian Sex: (X)M ( )F

Driver License # State MS

Title (*i.e. Owner, President, Member*) Member

Date of Birth 12/22/93

Place of Birth N/A Punjab India
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3yrs Home# N/A Cell# (601)551-0390

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ____/____/____

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
None				

I certify that the above information is correct and true.

Signature & Title Date: 7/12/25

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Cole CK Portfolio VI, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 2555 East Camelback Rd. Suite 400
Phoenix, AZ 85016

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

Ravinder Singh **FORM A**

Name: ~~Buta Singh LLC~~ Account #

Business Name: Buta Singh LLC

Business Location and Tax ID No.: 4655 Airport Blvd Mobile, AL 36608 365008545

For Official Use Only: FORM A

Citizenship status confirmed by: Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Ravinder Singh *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 7/14/22

Declarant's Signature

FORM A

Name: Gursant Singh Account #: _____

Business Name: Bista Singh LLC

Business Location and Tax ID No.: 4654 Airport Blvd Mobile, AL 36608 36808545

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, GURSANT SINGH *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 7/14/22 Gursant Singh

Declarant's Signature

Limited Power of Attorney

BE IT ACKNOWLEDGED that I, RAVINDER SINGH (Full Name), 622-58-4565 (social security number), the "Principal", do hereby grant a limited and specific power of attorney to KARANBIR SINGH (Full Name) of _____, 559-905-7852 (Phone) as my "Attorney-in-Fact".

Said Attorney-in-Fact shall have full power and authority to undertake and perform only the following acts on my behalf:

To sign all the documents relating to the application to obtain ABC, Beer and any other business licenses and permits for the Buta Singh LLC dba Gulf Coast LLC located at 4659 Airport Blvd, Mobile, AL 36609.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. My Attorney-in-Fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my Attorney-in-Fact in its discretion deems advisable. This power of attorney is effective upon execution.

This power of attorney may be revoked by any of the following:

(Initial and Check the Box if Applicable)

_____ ☒ - By the Principal at anytime by authorizing a Revocation.

_____ ☐ - When the above stated one (1) time power or responsibility has been completed.

_____ ☐ - On the ____ day of _____, 20___.

This power of attorney form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my Attorney-in-Fact until in receipt of actual notice of revocation.

State Law. This Power of Attorney is governed by the laws of the State of

_____.

Signed this 29th day of Sept, 2022

Signature

RAVINDER SINGH
Print Name

ACCEPTANCE OF APPOINTMENT

I, KARANBIR SINGH, the attorney-in-fact named above, hereby accept appointment as attorney-in-fact in accordance with the foregoing instrument.

Karanbir Singh
Attorney-in-Fact's Signature

KARANBIR SINGH
Attorney-in-Fact's Printed Name

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF MS

Madison County, ss.

On this 29th day of September, 2022, before me appeared Ravinder Singh, as Principal of this Power of Attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that he executed the same as his free act and deed.

John D. Harrison
Notary Public
My commission expires: 12/26/23

STATE OF MISSISSIPPI
John David Harrison
NOTARY PUBLIC
ID No. 168764
My Comm. Expires
Dec. 26, 2023
HINDS COUNTY

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   Gulf Coast LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):
   Buta Singh LLC
   *A fictitious name may be used **only if the legal entity name is not available** for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (**No PO Boxes**) address of principal office: _____
   2

   Mailing address (if different from street address) _____

(For SOS Use Only)

Alabama
Sec. Of State

001-011-408 FLL

Date	03/29/2022
Time	11:21:00
File	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Mississippi
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 3 / 28 / 2022 (MM/DD/YYYY)

8. **The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.**

9. Name of registered agent for service of process (**MUST** be physically located in Alabama):
Grant, Sanders & Taylor, P.C.

10. Street (**No PO Boxes**) address of registered office of registered agent (**MUST** be physically located in Alabama):

Mailing address **in** Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (**a date must be provided**):

Began or will begin doing business: 4 / 1 / 2022 (MM/DD/YYYY)

3 / 29 / 2022
Date (MM/DD/YYYY)

Ravinder Singh Member
Signature of person authorized to sign per 10A-1-4.01

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

Buta Singh LLC

The legal name of the entity in the jurisdiction of formation is Gulf Coast LLC. This name reservation is for the exclusive use of Gulf Coast LLC, 246 S. Pearson Rd. , Pearl, MS 39208 for a period of one year beginning March 28, 2022 and expiring March 28, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

March 28, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES012754

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Gulf Coast LLC, as received and filed in the Office of the Secretary of State on 03/29/2022.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

09/30/2022

Date

J. H. Merrill

John H. Merrill Secretary of State

20220930000014498

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of

Gulf Coast LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("**Agreement**") is made and entered into as of the 15th day of January, 2022, by Manpreet Singh, Ravinder Singh and Gurjant Singh (collectively the "**Members**"). The Member and any future Members of the limited liability company are collectively referred to herein as "**Members**."

The Company was formed as a limited liability company pursuant to the provisions of the Revised Mississippi Limited Liability Company Act (the "**Act**"). The Members desire to enter into this Agreement setting forth all of the terms and conditions for the operation of Gulf Coast LLC, and the Members hereby agrees to be bound by the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and entered into by the Members of Gulf Coast LLC, it is agreed by the parties as follows:

ARTICLE I
FORMATION

1.1 Formation and Name. The entity has been organized as a Mississippi limited liability company under the name Gulf Coast LLC (the "**Company**") by the filing of a Certificate of Formation with the Secretary of State of Mississippi.

1.2 Registered Office and Registered Agent. The registered office of the Company shall be 246 S. Pearson Rd. Pearl, MS 39208 , and the name of the registered agent for the Company at such address is Ravinder Singh.

1.3 Term. The Company and this Agreement shall have a term beginning on the date the Certificate of Formation was filed with the Secretary of State of Mississippi and shall continue in existence for the period fixed in the Certificate of Formation unless sooner terminated pursuant to the Act or further terms of this Agreement.

1.4 Purpose. The purpose of the Company shall be to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets, and to exercise all other powers necessary to or reasonably connected with the Company's business that legally may be exercised by limited liability companies under the Act and under the laws of the state of Mississippi.

ARTICLE II
MEMBERS

2.1 Members and Interest. The name and address of the Members are as set forth on Exhibit A attached to and made a part of this Agreement. The Members shall have a percentage interest ("**Interest**") in the Company as set forth opposite his name on Exhibit A.

2.2 Capital Contribution. The Members have made Capital Contributions to the Company as set forth in the books and records of the Company. A Member's Capital Contribution is the total amount of cash and the fair market value (net of liabilities assumed or taken subject to by the Company) of any other assets contributed to the Company by a Member.

2.3 Capital Accounts. An individual Capital Account shall be maintained for each Member. Each Member's Capital Account shall include the initial Capital Contribution actually made by that Member, increased by income allocated to that Member, less the sum of (i) the loss allocated to that Member, (ii) the amount of cash and the fair market value of any other asset distributed to that Member (net of liabilities assumed or taken subject to by such Member), and (iii) such Member's distributive share of all other expenditures of the Company not deductible in computing its taxable income. Each Member's Capital Account shall be determined and maintained in accordance with the Treasury Regulations adopted under Section 704(b) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Any questions concerning a Member's Capital Account shall be resolved by applying principles consistent with this Agreement and the Treasury Regulations adopted under Section 704 of the Code in order to ensure that all allocations to the Member will have substantial economic effect.

2.4 Profits, Losses and Distributions.

(a) Allocations. Except as may be required by Section 704(c) of the Code and the accompanying Treasury Regulations, all items of income, gain, loss, deduction and credit shall be allocated among the Members in accordance with their Interest.

(b) Allocation Upon Transfer of Interest. All items of income, gain, loss, deduction and credit allocable to any Interest that may have been transferred shall be allocated between the transferor and transferee based on the portion of the calendar year during which each was recognized as owning that Interest, without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with a method permissible under Section 706 of the Code and the accompanying Treasury Regulations.

(c) Qualified Income Offset and Minimum Gain Chargeback. The Code and Treasury Regulations contain certain economic sharing requirements in order for income tax allocations among Members to be respected for tax purposes. In general, such requirements are designed to eliminate the allocation of tax losses which have no economic effect to the Members. In order to comply with such requirements, this Section 2.4(c) requires that the qualified income offset and minimum gain chargeback provisions provided for in Sections 1.704-1 and 1.704-2 of

the Treasury Regulations, as presently in effect, be followed. Such provisions are not expected to alter the allocations described in Section 2.4(a), except in unusual and unforeseen circumstances. If a special allocation of an item is made to a Member under this Section 2.4(c), future allocations of profit and loss shall be adjusted to take into account such special allocation.

(d) Distributions. All distributions of cash or other property shall be made to the Members pro rata in proportion to their respective Interests as of the date of such distribution. All distributions shall be made at such time as determined by the Members.

ARTICLE III
MANAGEMENT

3.1 Management By Managers. The business and affairs of the Company shall be managed by its Managers. The Company shall at all times have at least one (1) Manager. The Manager(s) shall direct and manage the business of the Company to the best of his ability. Except for situations in which the approval of the Members is expressly required by the Operating Agreement or by nonwaivable provisions of applicable law, the Manager(s) shall each have full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The initial Managers shall be Ravinder Singh and Gurjant Singh.

3.2 Compensation. No Manager shall receive any compensation for his services on behalf of the Company unless approved by the unanimous vote of the Members. Managers shall, however, be entitled to reimbursement of reasonable expenses incurred on behalf of the Company.

3.3 Fiduciary Duties. Each Manager shall have the obligations of a fiduciary toward the Company, the other Managers and the Members.

3.4 Limitations on Powers of Managers. Without the consent of a majority of the Interests of the Members, no Manager shall have authority to:

(a) Convey or encumber any asset of the Company;

(b) Incur any indebtedness or other obligation on behalf of the Company;

(c) Purchase or lease any property to or from or engage in any transaction with the Company; or

(d) Compromise any obligation to the Company.

3.5 Liability for Certain Acts. The Manager(s) shall perform his managerial duties in good faith, in a manner they reasonably believe to be in the best interest of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties of a Manager shall not have any liability by reason of being or having been a Manager of the Company. A Manager does not, in any way, guarantee the return

of the Members' capital contributions or profit for the Members from the operations of the Company. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, except for:

(a) The amount of a financial benefit from or belonging to the Company received by the Manager to which he is not entitled;

(b) The amount of a loss or damage sustained by the Company or any Member as a result of an intentional infliction of harm, fraud, deceit, willful misconduct, wrongful taking, or intentional violation of criminal law by the Manager; and

(c) The amount of distributions by the Company approved or assented to by the Manager that exceed what could have been distributed by the Company without violating the Act.

3.6 Indemnification. The Company shall, to the extent of its assets, indemnify and hold harmless the Manager(s) for any liability incurred by the Manager(s) as a result of his being the Manager(s) of the Company or any acts taken by the Manager(s) on behalf of the Company, if:

(a) He conducted himself in good faith;

(b) He reasonably believed (1) in the case of conduct in his official capacity with the Company, that his conduct was in the Company's best interest, and (2) in all other cases, that his conduct was at least not opposed to the Company's best interest; and

In the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful.

ARTICLE IV
BUY-SELL PROVISIONS AND ADDITIONAL MEMBERS

4.1 Transfer Restrictions During Lifetime. A Member may not sell, pledge, transfer, assign or otherwise hypothecate the Interest now or hereafter held or owned by him without the prior consent of the other Members, or in the absence of such written consent, without first offering to sell the Interest to the Company and the other Members.

(a) Offer. The offer shall be given to the Company in writing and shall also set forth the intention to transfer, the identity and address of the prospective purchaser, the Interest involved and written evidence of the price, terms and conditions of the bona fide third party offer.

(b) Acceptance. The Company shall have a period of thirty (30) days after receipt of the offer within which to notify the offering Member in writing of its acceptance of the offer. If the Company does not exercise its option to purchase the offered Interest, then the Interest shall be subject to an option to purchase by the other Members. This option in favor of the other

Members shall be exercised, if at all, by written notice of acceptance to the offering Member within fifteen (15) days after the expiration of the Company's thirty (30) day option period.

Any Interest purchased by the offeree Members shall be pro rata according to their respective Interests in the Company, not including the Interest of the offering Member. If any of the offeree Members do not desire to purchase their pro rata allotment of the offered Interest, then the other offeree Members may purchase the nonaccepting Member's nonpurchased allotment pro rata according to the purchasing Members' respective Interests in the Company, not including the Interests of the offering and nonaccepting Members.

(c) Purchase Price. The purchase price shall be paid at closing in accordance with the terms of the bona fide third party offer, unless otherwise agreed by the purchasing and selling parties.

(d) Release From Restriction. If neither the Company nor the Members exercise their respective options to purchase all of the Interest so offered, the offering Member may sell or transfer his Interest for a period of thirty (30) days after receipt of written notice of this decision or, if no notice is received, within thirty (30) days after termination of the aggregate forty-five (45) day option period, to the bona fide third party offeree on the terms and conditions set out in the offer to the Company and the other Members; however, the Interest sold to the bona fide third party offeree shall be subject to the terms and conditions of this Agreement. If the Interest is not sold or transferred by the Member within this thirty (30) day period, it shall again be subject to the restrictions imposed by this Agreement.

(e) Transferee as a Member. If a Member assigns or transfers his Interest, the assignee or transferee shall not become a Member unless all of the Members consent in writing to the assignment or transfer and the assignee or transferee complies with Section 4.1(g) hereof. Absent such consent, an assignee or transferee is entitled to receive only the share of income, gain, losses, deductions, credits and the return of contributions to which the assigning or transferring Member would otherwise be entitled.

(f) Additional Members. Additional Members may be admitted to the Company only upon the written consent of all of the Members and upon compliance with Section 4.1(g) hereof.

(g) Adoption of Agreement. No assignee, transferee or additional Member shall become a Member until such assignee, transferee or additional Member shall become a party to, and adopted all of the terms and conditions of, this Agreement.

4.2 Purchase Upon Death.

(a) In the event there is only one Member of the Company, upon the death of that Member, the Member's Interest shall pass to the Member's estate.

(b) In the event there are two or more Members, the following will apply: Upon the death of a Member, the Member's personal representative shall offer to the Company (and the

incidence of death shall be considered an offer to sell), and the Company shall have the option to purchase the Interest owned by the deceased Member. If the Company is unable to purchase all of the deceased Member's Interest, the remaining Members shall have the option to purchase all of the deceased Member's Interest not purchased by the Company. This option shall accrue thirty (30) days after the date upon which the offer of sale to the Company was made. The remaining Members shall have the option to purchase the deceased Member's Interest not purchased by the Company pro rata according to their respective Interests in the Company, not including the Interest of the deceased Member.

(i) Purchase Price upon Death. The purchase price shall be the fair market value and shall be determined by an independent valuator, chosen by the consent of the majority of the Members. If a majority cannot be obtained, the valuation shall be conducted by two valuators chosen by the Members and the purchase price shall be the average of the two valuations. The standard for the valuation shall be the fair market value of similarly situated businesses in the State of Mississippi.

(ii) Payment and Closing Upon Death of A Member.

(a) Closing. The closing of any sale under this Section 4.2 shall be held at a time designated by the purchaser(s) which, in the case of purchase by the Company, may not be more than one hundred twenty (120) days after the date of death of the deceased Member or, in the case of purchase by the remaining Members, may not be more than one hundred fifty (150) days after the date of death of the deceased Member.

(b) Payment. Unless otherwise agreed, the entire purchase price shall be paid in cash at the closing.

ARTICLE V
DISSOLUTION AND LIQUIDATION

5.1 Dissolution. The Company shall be dissolved upon the occurrence of an event as set forth in Section 79-29-801(1) if the Act.

5.2 Liquidation. Upon the dissolution of the Company, the Members, shall wind up the affairs of the Company by discharging all debts and liabilities of the Company and by distributing all assets to the Members in accordance with Section 79-29-813 of the Act.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification. The Company shall indemnify its Members, Managers or agents to the fullest extent allowed under Section 79-29-123(5) of the Act.

ARTICLE VII
MISCELLANEOUS

7.1 Other Businesses of Members. It is not intended that any of the Members will be called upon to devote full-time effort to the Company, but it is understood that each of the Members shall use his or its commercially reasonable efforts to further the interests of the Company. However, nothing contained in this Agreement shall be construed as preventing a Member from engaging in any other business activity, including an activity that would compete with the Company.

7.2 Liability of the Members & Managers. No Member or Manager of the Company shall be liable, responsible or accountable in damages or otherwise to any other Member or Manager or to the Company for any act or omission performed or omitted by him except for those acts which may not be limited as set forth in Section 79-29-123(4) of the Act.

7.3 Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

7.4 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

7.5 Entire Agreement; Amendment. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified except with the consent of all Members.

7.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same instrument, binding on the Members. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Signatures on Following Page]

IN WITNESS THEREOF, the Member has executed this Agreement the day and year first above written.

MEMBERS

MANPREET SINGH

RAVINDER SINGH

GURDANT SINGH

MANAGERS

GURPREET SINGH

D. J. SINGH

EXHIBIT A

to

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of

Gulf Coast LLC

Member Name and Address	Percentage of Interest	Capital Contribution
Manpreet Singh	33.33%	$500 and other good and valuable consideration
Ravinder Singh	33.33%	$500 and other good and valuable consideration
Gurjant Singh	33.33%	$500 and other good and valuable consideration

F0100
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2022029003

Business ID: 1320963
Filed: 01/24/2022 12:53 PM
Michael Watson
Secretary of State

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: Gulf Coast LLC
Business Email: rg@fuelx.com
Future Effective Date: 01/24/2022

NAICS Code/Nature of Business

531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)

Registered Agent

Name: Ravinder Singh

Address:

Signature

The undersigned certifies that:
1) he/she has notified the above-named registered agent of this appointment;
2) he/she has provided the agent an address for the company, and;
3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***01/24/2022***.

Name: ***Address:***

Manpreet Singh
Member

Gurjant Singh
Member

Ravinder Singh
Member

P.O. BOX 136
JACKSON, MS 39205-0136

DNE: (601) 359-1633

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State, I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Gulf Coast LLC

SECRETARY OF STATE
IN GOD WE TRUST
STATE OF MISSISSIPPI

Given this the 24th day of January, Two Thousand and Twenty-Two, in the Capital City of Jackson, Mississippi under my Hand and Seal,

Michael Watson

Michael Watson
SECRETARY OF STATE

Invoice Number: 15051769 **Invoice Date:** 01/24/2022

Customer Information
Ravinder Singh

Description	Tracking Number	Qty	Item Cost	Amount Paid
LLC - Online	2022029003		$ 50.00	$ 50.00
MSI Transaction Fee			$ 1.25	$ 1.25

Payment Details

Invoice Total:	$ 51.25
Payment Total:	$ 51.25
Amount Due:	$ 0.00

Payment Method
Payment Type: eCheck

Include invoice number on all correspondence and send to:

Mississippi Secretary of State's Office
P.O. Box 136
Jackson, MS 39205

To discuss payment for Corporation items call:
(601) 359-1633

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an C-store/Gas Station
(Type of business)

Butta Singh LLC
(Name of applicant whether individual, corporation, etc.)

4659 Airport Blvd.
(Location address for application)

Mobile AL
City State Zip

1800
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

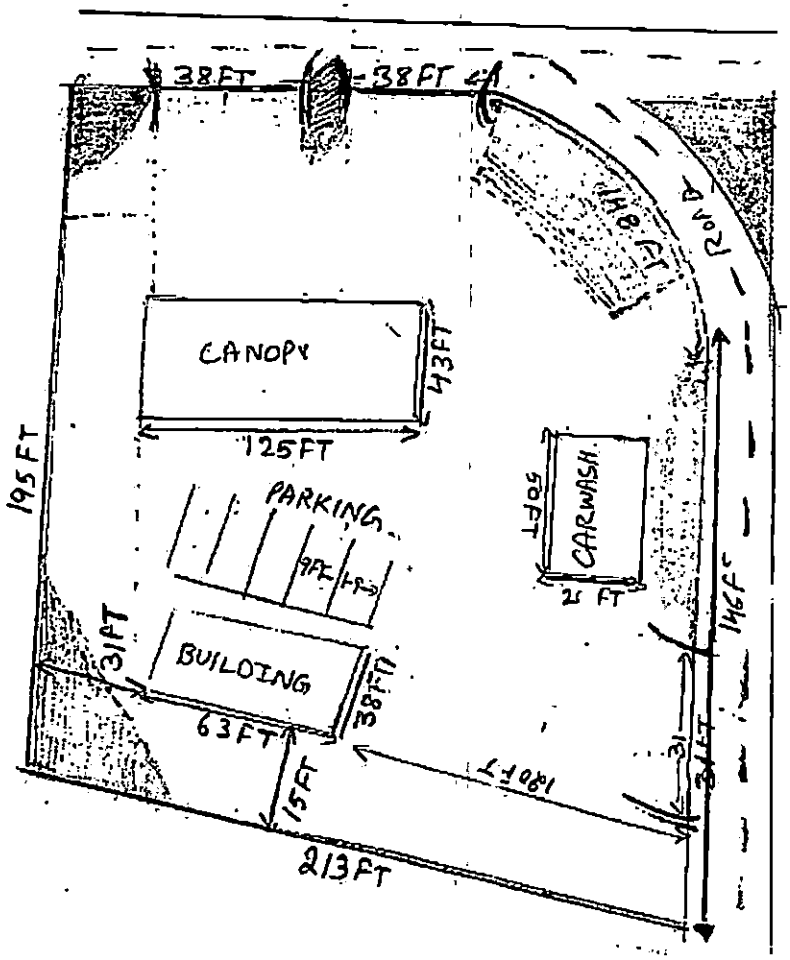
Zoning B-3 Parking Provided 10

Parking Required 6 Compliance: X Yes ____ No

A. Logan Anderson
(Signed by Urban Development Dept)

08/05/2022
Date

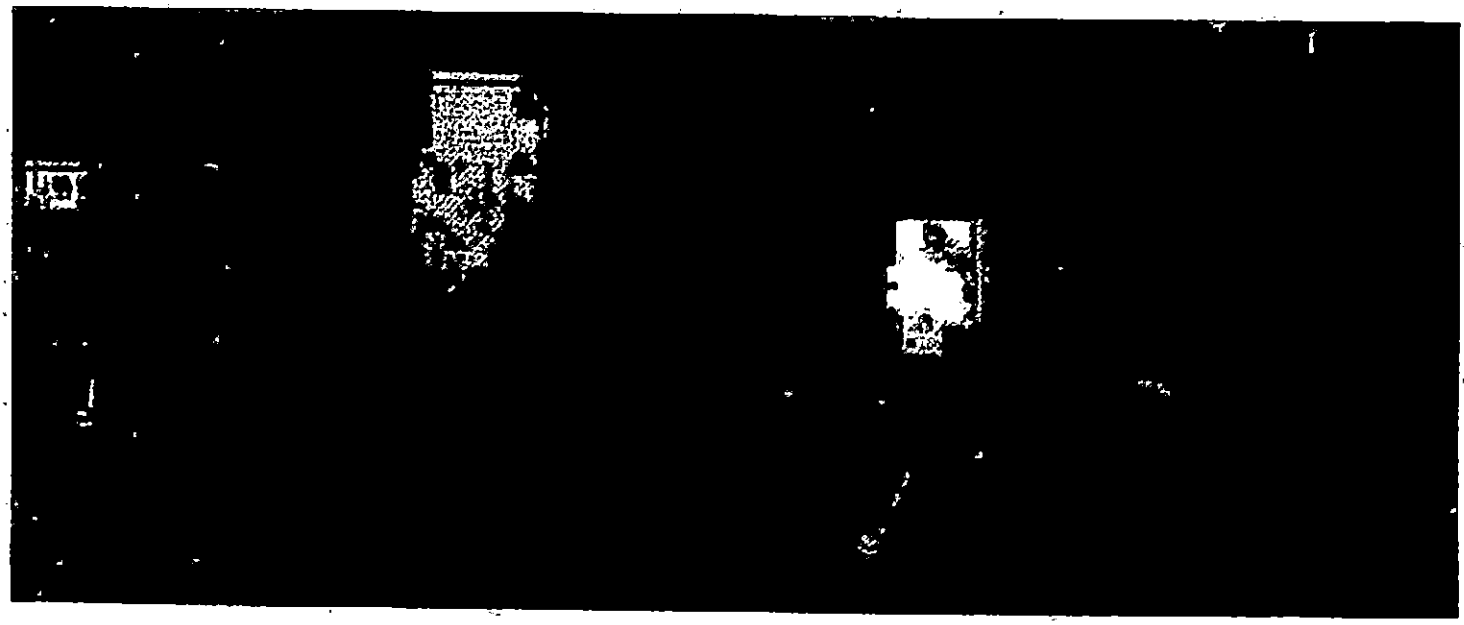
4659 AIRPORT BLVD, MOBILE, AL



Planning & Zoning Department Viewer

4659 airport blvd

Map



Property Details

Account	
Key Number:	578734
Legal Description:	COM AT THE NW COR OF SEC 27 T4S R2W RUN N 89 DEG 55 MIN 49 SEC E ALG THE N/L OF SD SEC 27 T4S R2W 827.17 FT TO A PT TH RUN S 00 DEG 04 MIN 11 SEC E 53 FT TO A PT ON THE S ROWL OF AIRPORT BLVD SD PT BEING THE POB OF THE PPTY HEREIN DESC TH RUN N 89 DEG 55 MIN 49 SEC E ALG SD S/L OF AIRPORT BLVD 150 FT TO THE INT WITH THE W ROWL IF UNIVERSITY BLVD TH RUN S 47 DEG 53 MIN 11 SEC E ALG SD W/L OF UNIVERSITY BLVD 119.14 FT TO A PT TH CONT ALG SD W ROWL OF UNIVERSITY BLVD RUN S 17 DEG 05 MIN 49 SEC W 65
Parcel Number:	2808272002001XXX
Type:	Real
Property Class:	2
Location	
Address:	4659 AIRPORT BLVD MOBILE, AL 36608
Owner	

SUBLEASE

1. **PARTIES.** This sublease ("**Sublease**") is entered into by and between Circle K/Mac's, G.P., a Delaware general partnership ("**Sublandlord**") and Gulf Coast LLC, a Mississippi limited liability company ("**Subtenant**").

2. **PREMISES.** Sublandlord, in consideration of Subtenant's covenants and agreements contained herein, hereby grants, demises and lets unto Subtenant, and Subtenant hereby subleases and takes from Sublandlord the property located at 4659 Airport Blvd., Mobile, AL 36608, together with all improvements, appurtenances and rights incident thereto, including access to common areas surrounding the premises, if applicable (the "**Premises**").

3. **TERM.** Subject to delivery of the Security Deposit to Sublandlord, as provided in Section 7, the term of this Sublease (the "**Term**") shall commence upon the date of full execution hereof (the "**Commencement Date**"), and possession of the Premises shall be delivered to Subtenant on that date. The Term shall expire on December 31, 2026.

In addition, Subtenant shall have the option to extend the Term for five (5) periods of five (5) years each, and in the event all such periods have been exercised, two (2) periods of ten (10) years each, provided Subtenant is not in default of this Sublease at the time of such exercise. Rent during the extended Term shall increase as described in Section 6. Subtenant shall give Sublandlord written notice of such election at least two hundred forty (240) days prior to the expiration of the current Term. Subtenant's right to exercise this option shall be waived if it assigns this Sublease or sublets any part of the Premises.

Subtenant acknowledges that the Term, if extended in accordance with the previous paragraph may extend beyond the term of the Prime Lease (as defined in Section 4 below), and that Sublandlord may, for business reasons, elect not to extend the term of the Prime Lease. In that event, the Sublease shall terminate on the last day of the term of the Prime Lease, and Subtenant waives any rights against Sublandlord for such termination.

4. **PRIME LEASE.** Subtenant is aware that Sublandlord is a tenant upon the property pursuant to a lease (the "**Prime Lease**") with Spirit CK Portfolio VII, LLC, a Delaware limited liability company, formerly known as Cole CK Portfolio VII, LLC, a Delaware limited liability company ("**Prime Landlord**"). In the event of the expiration or earlier termination of the Prime Lease for any reason, this Sublease shall terminate on the last day of the Prime Lease, and no holdover shall be permitted. The terms, covenants, and conditions of the Prime Lease are incorporated herein by reference. Every term, covenant and condition of the Prime Lease binding on or inuring to the benefit of Prime Landlord shall, in respect of this Sublease, by binding on or inure to the benefit of Sublandlord and every term, covenant, and condition of the Prime Lease binding on or inuring to the benefit of Sublandlord, in respect of this Sublease, be binding on and inure to the benefit of Subtenant.

5. **CONDITION PRECEDENT.** Notwithstanding anything to the contrary contained herein, and where necessary, the effectiveness of this Sublease shall be expressly conditioned upon obtaining the consent of Prime Landlord to this Sublease. Subtenant shall cooperate with

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

7/14/22
Date

Owner of Property (Signature)

Print Name of Property Owner

Address

City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

7/14/22
Date

Applicant's Signature

Rita Singh LLC
Print Name of Applicant

4655 Airport Blvd
Address

Mobile, AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5521
Business Name	BUTA SINGH LLC
Company DBA	GULF COAST LLC
Business Address	4659 AIRPORT BLVD 36608
License Type	050 - RETAIL BEER (OFF PREMISES ONLY)
Post Date	09.30.2022
Agenda Meeting Date	10.11.2022

Kanbir Singh POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

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
packet	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/6/2022 - 10:05 AM

R E S O L U T I O N

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail – More than 30 Days License
Submitted by:	Fuse Kitchen, LLC
Location:	Fuse Kitchen, LLC 1000 Gaillard Drive Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5528

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 09.30.2022

Note: **If this letter is altered, or changed in any way,**
It will not be accepted by the Alabama ABC Board

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

(Type of License)

TO: *FUSE KITCHEN LLC*

Trade Name: FUSE KITCHEN LLC

Location: 1000 GAILLARD DRIVE MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:

NEW
AGENDA 10.11.2022
GOLF COURSE SALES

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
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DISTRICT 7
CITY CLERK
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NEW
AGENDA 10.11.2022
GOLF COURSE SALES

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **September 30, 2022**

Re: **Application # 5528 / 1000 Gaillard Dr**

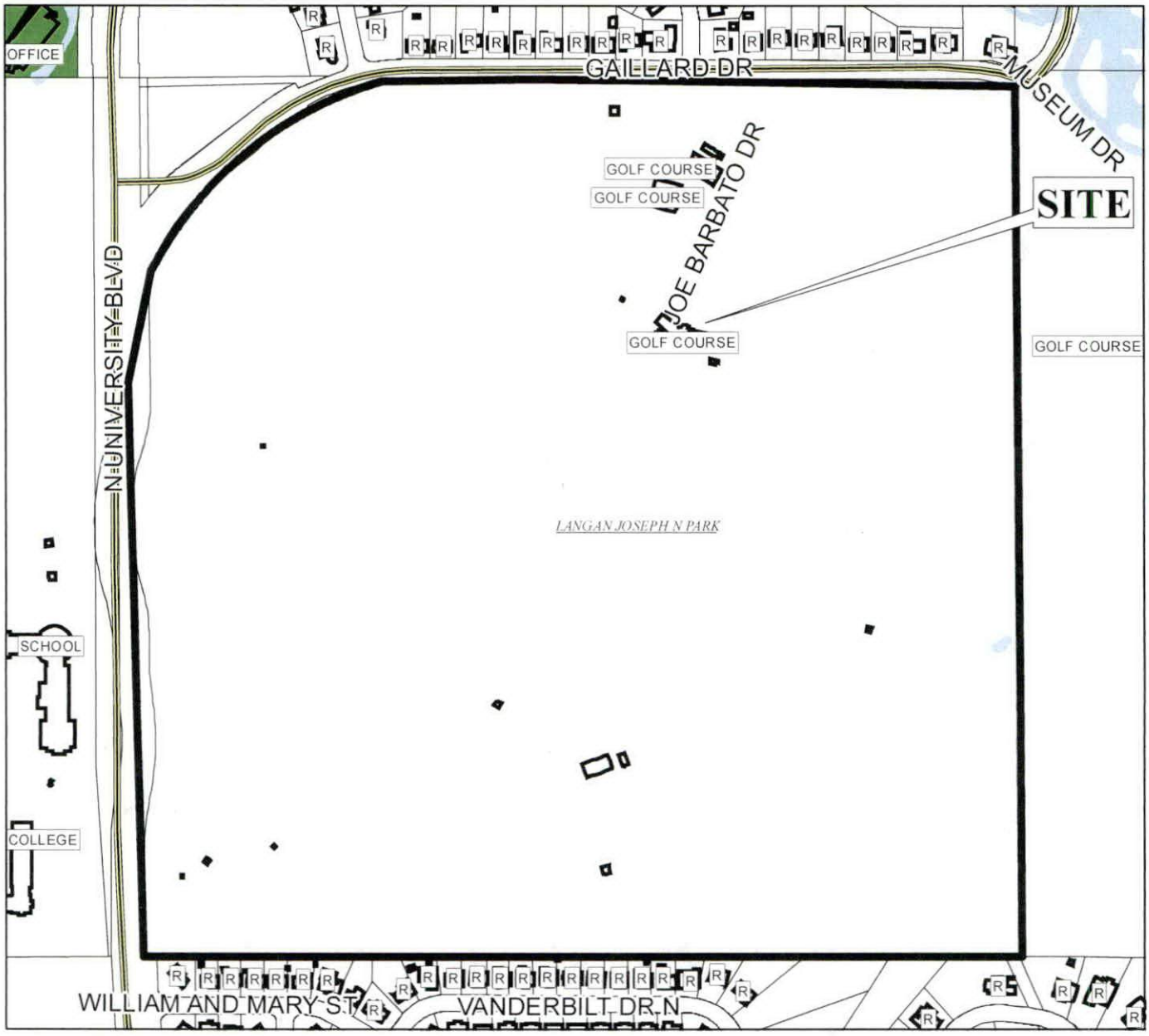
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1. This is to advise that a restaurant with special retail liquor sales is permitted as an accessory use to an existing golf course.

The site is located on city property, which is exempt from the parking requirements of the Zoning Ordinance.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5528 DATE OCTOBER 11, 2022

APPLICANT FUSE KITCHEN LLC

LOCATION 1000 GAILLARD DR

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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	

AGENDA DATE 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5528

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FUSE KITCHEN LLC has filed application with the City of
(Name of Applicant)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *FUSE KITCHEN LLC*

TRADE NAME: FUSE KITCHEN LLC

LOCATED AT: 1000 GAILLARD DRIVE MOBILE AL 36608

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: ADDIE L KIMBELL **PHONE#:** 251.404.1467

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 09.30.2022
Application No: 5528

Type License: ***160 - SPECIAL RETAIL - MORE THAN 30 DAYS***

Type License: ***N/A***

Name of Applicant(s) ***FUSE KITCHEN LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
KIMBELL, ADDIE LAMOUR AL 5582217	MEMBER	11.21.1970 JACKSON (CLARK) AL	

Corporate information: LR 7680 PG 667 (Enter book & page or document info) Date: 09.12.2018 (Incorporation or Authority) County: MOBILE

Trade Name ***FUSE KITCHEN (GOLF COURSE SALES)***

Location 1000 GAILLARD DRIVE MOBILE AL 36608

Mailing Address 16[illegible] 2867
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FUSE KITCHEN LLC Type 020 - RESTAURANT

Trade Name FUSE KITCHEN License No# 011609549

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... FUSE KITCHEN LLC (RESTAURANT ONLY) 1000 GAILLARD DRIVE MOBILE 36608

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** Addie Lamar Kimbell

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** Addie Lamar Kimbell

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 09.30.2022

The undersigned FUSE KITCHEN LLC - ADDIE L KIMBELL (OWNER)

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Addie Lamar Kimbell

Signature of Affiant

Sworn to and subscribed before, me this 30 day of September Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person ADDIE L KIMBELL E-mail: INFO@FUSEKITCHEN.COM

Phone Number: Home: 251.404.1467 Cell: 251.404.1467 Bus: 251.404.1467

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 132 License premises includes patio area *YES*

Square Footage 7000

License covers: *ENTIRE STRUCTURE*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
KIMBELL, ADDIE LAMOUR AL 5582217	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Addie Lamour Kimbell

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.5150

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36644

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) ALK

Business License & Taxes
Bill Detail

View Bill

Bill Year	2022
Bill Number	1396433
Owner Name	FUSE KITCHEN

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030302-0015 SHAWN S. 09/30/2022 08:28AM

BUSINESS LICENSE
FUSE KITCHEN
119408
2022 Item: 1396433
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Fee: CC FEE 1.50
Total 51.50

CREDIT CARD 51.50
Ref Number APPR 158164 - 5160

Change due 0.00

Paid by: FUSE KITCHEN

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 645
09/30/22 08:26:42
APPR CODE: 158164
Trace: 1
VISA Chip
**********5160

AMOUNT **$51.50**

APPROVED
X
KIMBELL/ADDIE L

VISA DEBIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 645
09/30/22 08:26:42
APPR CODE: 158164
Trace: 1
VISA Chip
**********5160

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220908160743005

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** $250.00 **County:** $250.00

Type License: **State:** **County:**

Trade Name: FUSE KITCHEN **Filing Fee:** $50.00

Applicant: FUSE KITCHEN LLC **Transfer Fee:**

Location Address: 1000 GAILLARD DRIVE MOBILE, AL 36608

Mailing Address: 1000 GAILLARD DRIVE MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: LR 7680 PG 667

Do you sell Draft Beer?:

Date Incorporated: 09/12/2018 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/12/2018

Federal Tax ID: 83-1652960 **Alabama State Sales Tax ID:** R010136589

Name:	Title:	Date and Place of Birth:	Residence Address:
ADDIE LAMOUR KIMBELL 5582217 - AL	MEMBER	11/21/1970 JACKSON AL	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ADDIE KIMBELL
Business Phone: 251-404-1467
Fax:

Home Phone: 251-404-1467
Cell Phone: 251-404-1467
E-mail: INFO@FUSEKITCHEN.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: FUSE KITCHEN
Applicant: FUSE KITCHEN LLC

Previous License Number(s)
License 1: 020-011609549
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220908160743005

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-5150
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 7000 Display Square Footage:
Building seating capacity: 132 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 4 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220908160743005

Initial each — **Signature page**

AK In reference to law violations, I attest to the truthfulness of the responses given within the application.

AK In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

ALK In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AK In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AK In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AK The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AK I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Addie L. Kimbell

Signature of Applicant: Addie L Kimbell

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220908160743005

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

INFORMATION SHEET

Contact Person: Addie L. Kimbell **Phone #:** 251-208-5157

Business Name: Fuse Kitchen

Corporation Name: Fuse Kitchen, LLC

Business Address: 1000 Gaillard Dr. Mobile, AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. LR 7680 PG. 667 **County** Mobile ;
(Enter book and page or document info)

Date 9-12-2018
(Incorporation or Authority)

Is business equipped with table & chairs? yes **Building seating capacity;** 120

Does the premises have a fully equipped and operational kitchen? yes

Is the place of business habitually used to serve food to the public? Yes

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 7000

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**___; **Patriotic**___; **Political**___; **Athletic**___.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ___
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Fuse Kitchen

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* (✓) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Addie Lamour Kimbell

Social Security #: _____ Race: B Sex: ( )M (✓)F

Driver License#: _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 11 / 21 / 70

Place of Birth Clarke AL USA
County *State* *Nation*

Present Address: 1012 Andover Blvd Mobile AL 36609
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 yrs Home# 251-404-4467 Cell# 251-404-4467

****

Full Name (*First, Middle, Last*) _____

Social Security #: _____ Race: _____ Sex: ( )M ( )F

Driver License#: _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ___ / ___ / ___

Place of Birth _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Addie Kimbell - NONE				

I certify that the above information is correct and true.

Addie L Kimbell, Owner
Signature & Title

Date: 9-9-22

****

PROPERTY OWNERSHIP

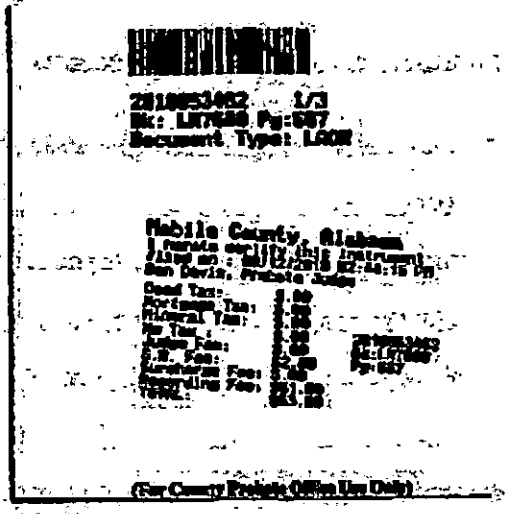
Name of Property Owner/ Lessor: City of Mobile
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 205 Government St. Mobile AL 36602

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION



PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00 for standard filing (based on date of receipt and volume) or $200.00 for expedited service (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations): Pine Ridge, LLC

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above (proves name reservation under 10A-1-4.02(f)).

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
530-237 DLL
Date 9/24/2018
Time 15:02
188524 3 Pg

File $100.00
Acim $.00
Exp $.00

Total $100.00
86/856

This form was prepared by: (type name and full address)
Addie Kimbell
3761 Government Blvd. Suite B
Mobile, AL 36693

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

RECEIVED DATE
SEP 24 2018
SECRETARY OF STATE

Signature _____
C. Mark Ecuin, Chief Clerk

Date 9/10/18

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Addie Kimbell

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

3701 Government Blvd suite B Mobile, AL 36693

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify 09 / 12 / 2018 as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be _____ : _____ ○ AM ○ PM (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

09 / 12 / 2018
Date (MM/DD/YYYY)

Addie L. Kimbell
Signature as required by 10A-5A-2.04

Addie L Kimbell
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

List of current Member (s) of: FUSE KITCHE
9/23/2021

The following individual(s) are the Member(s) of: FUSE KITCHEN LLC

NAME

ADDIE LAMOUR KIMBELL

Addie Lamour Kimbell

ADDIE LAMOUR KIMBELL
MEMBER

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Fuse Kitchen, LLC, as received and filed in the Office of the Secretary of State on 09/24/2018.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

07/29/2021

Date

J. H. Merrill

John H. Merrill Secretary of State

20210729000024154

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0438100932
Sep 12, 2018 LTR 147C
83-1652960

FUSE KITCHEN
ADDIE L KIMBELL SOLE MBR
3761 GOVERNMENT BLVD STE B
MOBILE AL 36693-4313 741

Taxpayer Identification Number: 83-1652960

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of September 12th, 2018.

Your Employer Identification Number (EIN) is 83-1652960. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mr. Michaelson
1003097485
Customer Service Representative

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Restaurant + Golf Course

(Type of business)

Fuse Kitchen

(Name of applicant whether individual, corporation, etc.)

1000 Gaillard Dr.

(Location address for application)

Mobile City AL State 36608 Zip

~~1000~~ 852 SF

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

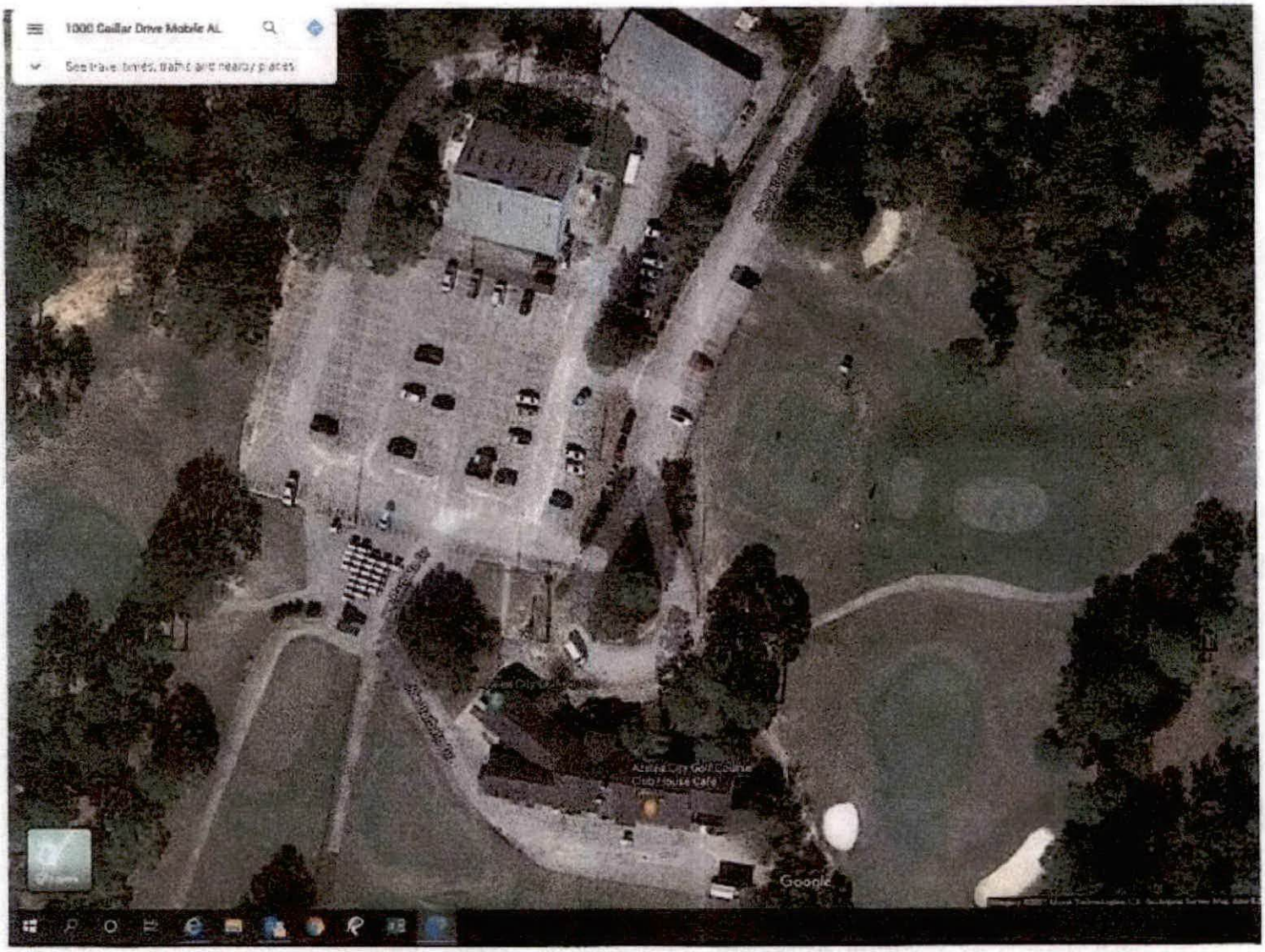
Zoning R-1 Parking Provided 9+

Parking Required 9 Compliance: X* Yes _____ No

R. Logan Anderson (Signed by Urban Development Dept)

09/29/2022 Date

*The site is City of Mobile-owned property and is therefore exempt from the Zoning Ordinance


1000 Gailar Drive Mobile AL
Google

Skinner, Shawn

From: Anderson, Logan
Sent: Thursday, September 29, 2022 2:10 PM
To: Skinner, Shawn
Subject: RE: Need ABC approval
Attachments: Gaillard Dr 1000 - Fuse Kitchen (2).pdf

I crossed out the 7,000 SF because that's for the whole building, which is incompatible with what was submitted in August of last year. Plus the concessions portion is ok to serve the rest of the golf course as an accessory use to the property without needing to include the size of the whole golf course.

Logan Anderson
Principal Planner
Planning & Zoning
BUILDMOBILE
dlogananderson@cityofmobile.org
(251) 208-5895 main

HOLIDAY HOURS: The Planning & Zoning Department will be closed Friday, November 11th to observe Veterans Day.

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Thursday, September 29, 2022 13:52
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Subject: Need ABC approval

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Azalea City Golf Course
1000 Gaillard Drive, Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (4S2W15)

The above described property is ( ) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Fuse Kitchen, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public
City Clerk

March 7, 2023
My Commission Expires

Property Owner
William S. Stimpson, Mayor

9/17/21
Date

Licensee
Fuse Kitchen, LLC, Addie L. Kimbell

Date

10

37-37.843 2021

RESOLUTION

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

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

Type of application:	Restaurant Retail Liquor
Submitted by:	Fuse Kitchen LLC
Location:	Fuse Kitchen 1000 Gaillard Drive

Adopted: OCT 06 2021

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCILMEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDERICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVIS
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

APPLICATION LETTER (CONTROL) NUMBER 5440

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 9/29/2021

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020- RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *FUSE KITCHEN LLC*

Trade Name: FUSE KITCHEN

Location: 1000 GAILLARD DRIVE MOBILE, AL 36608

This business is located within the City's corporate limits.

Comments:

Yours Very Truly,

C. J. Small

Mobile City Council President

Signature of above applicant Addie L Kimbell

Date applicant signed for this approval letter

PO Box 1827 • Mobile, AL 36633-1827 • Phone (251) 208-7441 • Fax (251) 208-7482

2021

21-735

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Fuse Kitchen LLC, for three years, to provide food and beverage concession services for the Azalea City Golf Course, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted: SEP 14 2021

City Clerk

MOBILE
ALABAMA

AGREEMENT
CONCESSION SERVICES - AZALEA CITY GOLF COURSE
CITY OF MOBILE, ALABAMA

This Agreement made and entered into this 14th day of Sept., 2021, by and between the City of Mobile, a municipal corporation (hereinafter called "City"), acting by and through its Mayor and City Council, and Fuse Kitchen LLC (hereinafter called "Vendor");

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

RIGHTS AND DUTIES OF VENDOR

I GENERAL TERMS AND CONDITIONS

This Agreement shall be effective beginning October 1, 2021 and shall continue until September 30, 2024. The period of time from the beginning of the contract to its conclusion shall be called the "Term". During the Term the Vendor shall have the exclusive right to operate a quality food and beverage concession in the concession facility located in the Clubhouse at the Azalea City Golf Course, 1000 Gaillard Drive, Mobile, Alabama. Subject to the provisions stated elsewhere in this Agreement, the Vendor shall have the right and duty to:

a) Use and occupy the facility (the "facility" is defined as the dining area, cooking area, serving area, meeting room, and patio) necessary for its operation during the Term, to include using Vendor's business name for branding of the concession operations.

b) Acquire, prepare, dispense and sell at the facility and on the golf course high quality food, refreshments, snacks, and beverages in an attractive setting for patrons.

c) The Vendor shall be responsible for all minor repairs and maintenance incurred in the normal scope of operations. Such maintenance will include keeping the facility and equipment clean. Vendor shall provide all supplies and equipment necessary for such maintenance.

d) Comply with food and beverage service regulations, to include compliance all Mobile County Health Department inspection requirements and the attainment of inspection scores consistent with those of similar high quality food service establishments.

Vendor shall have no right to perform any services, sell any merchandise, or engage in any business or commercial activity at the Azalea City Golf Course that is not specifically granted under the provisions of this Agreement. **No private functions shall be held in the main dining room on Fridays or Saturdays.** Private functions shall be permitted only with the approval of the City.

II FEES

a) The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. In addition to said fees, the Vendor shall pay the City an amount equal to four (4%) percent of the Gross Revenues exceeding Twenty Thousand ($20,000.00) Dollars derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected in each and every calendar month of the contract term).

b) The City may elect to refund or credit to Vendor the $800.00 monthly fee for any month for which the City closes the Azalea City Golf Course more than 10 calendar days.

c) During the Term, the Vendor has the duty to pay the fees described in II (a) herein above, not later than the twentieth (20th) day of each month, for that month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.

d) The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item b) above.

e) The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Director of Finance of the City of Mobile, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by the Finance Director or his/her designated representative.

f) The Vendor shall have the duty to furnish the City of Mobile's Finance Department promptly after close of each year a financial statement of its operations.

g) The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c) and II(e) above is of the essence of this Agreement.

h) The director of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for operational oversight and direction. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact.

III SALE OF ALCOHOLIC BEVERAGES

The Vendor shall have the duty of obtaining all necessary licenses for the serving of alcoholic beverages and diligently enforce all rules of the ABC Board. Individuals will not be permitted to

bring personal coolers or beverages on the Course. Appropriate signage will be the responsibility of the City. Enforcement will be the responsibility of the Vendor.

IV REMOVAL OF DISORDERLY PERSONS AND TRESPASSERS

The Vendor shall have the duty and authority to request disorderly persons or persons trespassing on the site to remove themselves from the premises.

RIGHTS AND DUTIES OF THE CITY

I REPAIRS AND MAINTENANCE

a) The City will be responsible for securing all major structural repairs to building, equipment, and furnishings.

b) The City will have appliances and equipment cleaned and certified to be in good working rder prior to the Vendor's occupation of the Clubhouse. (See Exhibit 1, APPLIANCE AND EQUIPMENT INVENTORY)

c) The City will be responsible for the repairs or replacement of equipment it owns due to normal wear and tear. Vendor will be responsible for repairs or replacement due to misuse or negligence.

d) The Vendor shall not install additional appliances without prior written approval is received from the Executive Director of Public Works and Electrical Departments to assure that the operation of the Clubhouse is not compromised

II DESTRUCTION OF PROPERTIES: ABATEMENT OF PAYMENTS DUE TO CASUALTY

a) The supplies, and all merchandise, effects and other property of any kind, nature, and description belonging to the Vendor, which may be on or in the properties during the Term shall be at the sole risk and hazard of the Vendor and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, stream pipes, or other pipes, by theft, or any other cause, said loss or damage is to be charged to or be borne by the Vendor, Provided, however, in the event that such destruction or damage is caused the negligence or misconduct of the City of Mobile or its agents, the City shall reimburse Vendor the costs of repair of such damage or destruction.

b) If the facility is rendered wholly unfit for use by the Vendor by reason of any of the above occurrences not due to the fault or neglect of the Vendor, or if fifty (50%) percent or greater of the area of the facility is damaged or destroyed, the City of Mobile or the Vendor may terminate this Agreement without fault.

III UTILITIES

The City shall be solely responsible for electricity, water, sewer, gas, telephone, television, kitchen exhaust hood, garbage, trash, security and alarm, and internet service at the Grill. The Vendor shall be responsible for all other utilities, to include pest control and grease trap maintenance.

SPECIAL CONDITIONS

I. RATES AND PRICES

a) It is the intent of this Agreement that Vendor charges to patrons shall be comparable to the prices charged by comparable golf courses offering similar facilities and service in the immediate area, such as Quail Creek Golf Club and Spring Hill College Golf Course.

b) Accordingly, the Vendor will initially obtain City concurrence in Vendor's menu and fee pricing. Vendor must submit menu and fee pricing revisions thereafter for City concurrence prior to implementation. Should Vendor desire to amend its schedule of prices such that they are not comparable with comparable golf courses, Vendor shall include documentation justifying the amendment.

c) The Vendor shall keep at all times on public display, the prices, rates, and charges, which are made for the sale of goods and services to the public. No such displays shall be attached to Clubhouse walls

II. DECORATIONS/DISPLAYS

The Vendor shall not attach any decorations and/or displays to the interior walls of the Clubhouse unless approved by City.

III. HOURS OF OPERATIONS

The Vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. Hot food is to be available from 7 AM to 2PM, seven days a week.

IV. BEVERAGE CART

It is expected that Vendor will use and operate the beverage cart, to provide beverage service on the golf course to patrons, as a minimum, on weekends unless inclement weather precludes such. Vendor shall remove all supplies after each day of use. City will provide the cart to be used for on-course beverage sales. Vendor will provide coolers and any other necessary supplies.

V. QUALITY OF PERFORMANCE

a) The Vendor agrees that it will operate and manage its contract granted under this Agreement in a professional first-class manner, comparable to other first-class Vendor firms providing similar facilities and services.

b) The Vendor shall employ only competent and orderly employees who will keep themselves neat and clean and who will accord courteous and competent treatment and service to all guests and patrons. Employees are required to wear a uniform golf shirt with the company name and/or logo.

c) The Vendor shall ensure that the kitchen, concession stands, and immediate areas are kept free from debris and in a clean and sanitary condition at all times during the Term when such stands are operative. The Vendor shall have the duty to place accumulated garbage each day immediately following lunch and before closing, in the dumpster provided by the City. Vendor must provide and is financially responsible for regular grease collection and removal. The Vendor shall have the duty to keep the facilities under surveillance for any condition that may be hazardous to the general public and shall take whatever action is required to abate any such hazard or isolate the hazard from the general public.

VI. CONDITIONS AND SURRENDER OF FACILITIES

a) At the end of the Term, the facilities shall be surrendered to the City of Mobile broom-clean and in good order excepting ordinary wear and tear or damage for which the Vendor is not responsible for in this Agreement. If the Vendor does not at once surrender possession of the same, the City may forthwith re-enter and repossess the premises without being guilty of trespassing or of forcible entry and detained without incurring liability to the Vendor for loss or damage to Vendor's property.

b) Personal property of Vendor must be removed from the Clubhouse prior to the expiration of the Term unless otherwise authorized by the City. If any personal property of Vendor is not removed within (30) days of the expiration of the term, such property shall become and remain the property of the City.

VII. TOURNAMENTS

Vendor is expected to work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates. It is understood that some groups may wish to provide their own food and beverage. In such case, the Vendor is privileged to assess a reasonable corkage fee not to exceed $3.00 per golfer for food and non-alcoholic beverages. Due to alcohol liability, all alcoholic beverages will be purchased through the Vendor. This fee will be reviewed annually and may be adjusted by up to 10% maximum. Vendor will enter into a signed, written agreement with the tournament/group representative.

VIII. STANDARD OF SERVICE

Vendor will provide a high quality of customer service to reflect favorably on the Azalea City Golf Course. Vendor and all of its employees and representatives will exercise the utmost care to treat all persons with courtesy and respect, will maintain adequate stock of all sales merchandise and will exercise the highest degree of care in anticipating and fulfilling reasonable

customer demands for consumable items and series. Vendor's performance evaluation will include a rating based on the formal and informal customer input made directly to Golf Course Management.

IX. FORCE MAJEURE

Neither the City nor the Vendor shall be deemed in breach of this Agreement if it is prevented from performing to the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority strikes or labor disputes, riots, rebellion, sabotage, or another similar circumstances not within its reasonable control.

In the case of a "force majeure", as defined herein, destroying or rendering unusable all or a portion of the Clubhouse, the provisions of Clause X, General Conditions, shall control.

GENERAL CONDITIONS

I. INDEMNIFICATION OF THE CITY

Vendor agrees to 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 arising from or in connection with Vendor'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.

II. INSURANCE

a) The Vendor shall procure and keep in effect policies of insurance as specified I this Clause. All policies or certifications shall contain a provision that written notice of cancellation by the insurer shall be delivered to the City at least thirty (30) days prior to the effective date of termination. The Vendor shall main all insurance hereunder with insurance underwriters authorized to do business in the State of Alabama that is satisfactory to the City. If obtainable, all policies shall contain a provision waiving the right of the insurer to subrogation. All policies shall name the Azalea City Golf Course and the City of Mobile as additional insured. The Vendor shall provide satisfactory evidence of insurance upon five (5) days demand notice by the City.

b) The Vendor shall maintain Worker's Compensation Insurance in accordance with the statutory amount required by the State of Alabama.

c) The Vendor shall maintain Comprehensive General Public Liability Insurance for bodily injury or death covering the Vendor properties and activities with the following minimum limits: $500,000 per person and $1,000,000 per occurrence. The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability and independent contractor liability.

III. ASSIGNMENTS AND SUBCONTRACTS

The Vendor shall not assign this Agreement in whole or in part, nor subcontract all or any part of the site, without first obtaining the written consent of the City and in that event, the Vendor shall remain primarily liable for the payments herein provided, unless expressly otherwise provided by the written consent by the City. If this agreement is assigned, or if the site or any part thereof is underlet or occupied by anybody other than the Vendor without the consent of the City as hereinabove provided, the City may collect rent from the assignee undertenant, or occupant, and apply the net amount collected to the fee herein reserved, but no such assignment underletting, occupancy or collection shall be deemed a waiver of this Clause, or the acceptance of the assignee, undertenant or occupant as Concessioner, or a release of the Vendor from an of the covenant herein contained.

IV. RIGHT OF ENTRY; INSPECTION BY THE CITY

a) The City and its authorized representatives shall have full right and power to enter the Vendor's facilities for the purpose of inspection, enforcing laws, rules and regulations, as well as for any o other lawful purpose.

b) The City of Mobile or its authorized representatives may at any time and without interfering with the operations being conducted within the Vendor's facilities, enter onto and upon said facilities to examine the condition thereof, and determine whether the Vendor is conducting its operations thereon in compliance with the terms and provisions of this Agreement. This condition is also necessary to provide access for personnel to operate and maintain facility fire protection and electrical equipment located within the facilities.

V. SIGNS

The Vendor shall place no signs or advertisement upon the Azalea City Golf Course Clubhouse or the surrounding grounds without approval by the City, which approval shall not be unreasonably withheld. The City shall have the right to remove any sign that may be erected without such consent.

VI. NONDISCRIMINATION

Vendor 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.

VII. COMPLIANCE WITH LAWS AND AGREEMENTS

a) The Vendor shall keep itself fully informed and promptly comply or cause compliance with all laws, ordinances, rules and regulations in a manner affecting its operation under this Agreement.

b) The Vendor will produce all permits and licenses, pay any charges, license fees, or taxes incident to the operation and give all notices necessary and incident to the lawful and proper execution of its operations hereunder.

VIII. CHANGES IN WRITING ONLY

This Agreement contains the entire agreement of the parties and no change, modification, or waiver in or of the terms, provision, or conditions of the Agreement shall be in any way valid or binding on either of the parties hereto unless the same be in writing and signed by both parties.

IX. NOTICES

a) A written notice to the City hereunder shall, until receipt of written notice otherwise from the City, be addressed to Azalea City Golf Course, City of Mobile, P. O. Box 1827 Mobile, AL, 36633.

b) Written notice to the Vendor hereunder shall, until receipt of written notice otherwise from Vendor, be addressed to: Fuse Kitchen LLC, in care of the Azalea City Golf Course.

c) All notices may be delivered personally to the City in the one case or to the Vendor in charge in the other case or may be deposited in the United States mail, properly addressed, as above provided, and with postage fully prepaid.

X. DEFAULT; EARLY TERMINIATION CREATED HEREBY.

a) The City of Mobile has the right to terminate this Agreement and end the Term upon thirty (30) days written notice from the City Council if the Vendor is in breach of any of its duties under this Agreement and fails to cure its breach to the satisfaction of the City Council within such thirty (30) day period.

b) Either party shall have the option of terminating this Agreement and ending the Term in the event of a major casualty as described in Clause II (Rights and Duties of the City) by giving the other party thirty (30) days' notice.

X. NO PARTNERSHIP OR EMPLOYMENT CREATED HEREBY

The City and Vendor agree that no partnership relations between the parties hereto or joint venture as created by this Agreement, and the Vendor is not made an employee of the /city. The Vendor shall be an independent contractor at all times

XI. COMPLIANCE WITH ALABAMA IMMIGRATION LAW

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

XII. BOYCOTTS

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

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the date indicated above.

Addie Kimbell for Fuse Kitchen — 8/6/2021

VENDOR, Fuse Kitchen LLC — Date

By Its

Owner

Title

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Krishie Weaver a Notary Public, in and for said County in said State, hereby certify that Addie Kimbell whose name as owner of the FKL, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of August 20 21

(Seal) — Notary Public

W.J. Stimpson — 9/17/21

CITY OF MOBILE
A Municipal Corporation — Date

By Its Mayor

ATTEST:

City Clerk — 9-17-2021

Date

EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY
TO BE PROVIDED BY CITY

Asset #	Date Purchased	Description
none	1/1/2015	microwave, Black & Decker
none	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
none	7/1/2014	2 basket deep fryer, Pitco
none	7/1/2014	2 basket deep fryer, Pitco
72023	8/31/2007	ice machine Ice-O-Matic 1406FW
72052	8/31/2007	ice storage bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	stainless steel table 29" x 70"
none	5/20/2019	upright freezer, 15.7 cu ft Maytag
36778	unknown	double door refrigerator, Continental
48757	unknown	single door freezer, True Manufacturing Company
unknown	unknown	single door refrigerator, Frigidaire
38380	unknown	single door refrigerator, True Manufacturing Company
unknown	unknown	chest type freezer with sliding doors on top (beer cooler)
unknown	unknown	chest type freezer with sliding doors on top (beer cooler)
none	12/18/2021	hot food well for steaming
47854	unknown	32" flat screen TV, HP
47856	unknown	37" flat screen TV, HP
47745	unknown	42" flat screen TV, LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 eNational Insurance Agency 4325 Midmost Dr., Ste C Mobile AL 36609	CONTACT NAME: Sam Stewart PHONE (A/C, No, Ext): 251-344-5393 FAX (A/C, No): 251-343-5490 E-MAIL ADDRESS: info@eNationalInsurance.com
INSURED FUSE KITCHEN LLC 1000 GAILARD DRIVE MOBILE 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MT HAWLEY INSURANCE COMPANY — 37974 INSURER B: SOUTHERN PIONEER PROPERTY & CASUALTY INSURANC — 16047 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			TBD0816KI	08/16/2021	08/16/2022	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
							PROPERTY BPP & CONTE	$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROPERTY BPP & CONTENT			TBD0816KI	08/16/2021	08/16/2022	100,000	
B	LIQUOR LIABILITY			LL00003425	08/16/2021	08/16/2022	100,000 AGG, 100,000 OCC	

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL

CERTIFICATE HOLDER

CITY OF MOBILE
205 GOVERNMENT PLAZA
MOBILE 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

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AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public than an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

9/17/24
Date

Owner of Property (Signature)

William S. Stimpson, Mayor
Print Name of Property Owner

205 Government St.
Address

Mobile AL 36644
City State Zip

I agree that I will not remove or discard the City of Mobile's sign. and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

8-17-21
Date

Applicant's Signature

Addie L. Kimbell
Print Name of Applicant

1330 Springhill Ave Suite A
Address

Mobile AL 36604
City State Zip

Skinner, Shawn

From: Rose, Donald
Sent: Tuesday, September 13, 2022 2:11 PM
To: Addie Lamour; Skinner, Shawn
Cc: Smith, Shonnda; Bryars, Donna G; Auer, Lawrence
Subject: FW: City of Mobile ABC Application
Attachments: Fuse Kitchen Liquor Lic PreApp2.pdf; 2021 Executed Fuse Contract Golf Concession.pdf

Shawn – providing the 2021 Executed contract for the Azalea City Golf Course concession for your use as necessary in renewing the Vendor's ABC license. The documents she asked for page 10 and 11 signature were signed by the Mayor last year.

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436

From: Addie Lamour <info@fusekitchn.com>
Sent: Tuesday, September 13, 2022 2:01 PM
To: Rose, Donald <donald.rose@cityofmobile.org>
Subject: Fwd: City of Mobile ABC Application

CAUTION: External Email

Hello, can you please fill out page 10 and 11 and send it back to Shawn. Please thank you.

Addie Lamour

Get Outlook for iOS

From: Addie Lamour <info@fusekitchn.com>
Sent: Friday, September 9, 2022 9:00:15 AM
To: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Subject: Re: City of Mobile ABC Application

Thank you for using documents needed from previous application. My DL is attached to this pre application. Let me know next steps. 251-404-1467. Just a recap, I already was approved and have a liquor License for the Azalea City Golf Course, the ABC board employee, filled out the wrong application so I have to submit a new application instead of just renewing. Can you get this approved asap. Thank you.

Best Regards,
Addie KIMBELL

Get Outlook for iOS

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Thursday, September 8, 2022 10:24:41 AM
To: Addie Lamour <info@fusekitchn.com>
Subject: City of Mobile ABC Application

See attached

The following documentation will be required ...

1. Completed ABC Application
2. Completed Business License Application (verification of information)(DO NOT Complete page 3)
3. Copy of Driver's License
4. LLC Articles from Secretary of State (need certificate only)
5. Copy of FEIN Letter from IRS
6. Copy of State of AL Revenue sales tax number

If you have any questions, please let me know.

MOBILE
ALABAMA

Shawn Skinner
Customer Service Supervisor
Revenue Department

City of Mobile
205 Government St. 2nd Floor, S. Tower
Mobile, AL 36644
P.O. Box 3065 (Mobile, AL 36652-3065)
Telephone (251) 208-7865
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

Date _____ Owner of Property (Signature) _____

Print Name of Property Owner _____

Address _____

City _____ State _____ Zip _____

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

9-9-22
Date

Addie L. Kimbell
Applicant's Signature

Addie L. Kimbell
Print Name of Applicant

1006 Gaillard Dr
Address

Mobile AL 36608
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5528
Business Name	FUSE KITCHEN LLC
Company DBA	FUSE KITCHEN (GOLF COURSE SALES)
Business Address	1000 GAILLARD DRIVE 36608
License Type	160 - SPECIAL RETAIL - MORE THAN 30 DAYS
Post Date	09.30.2022
Agenda Meeting Date	10.11.2022

Addie Lamar Bonnell

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/11/2022

Funding Source

Project # 2657 Hayles Street - ME-003-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

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

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/5/2022 - 10:06 AM
City Clerk	Gauthier, Lana	Approved	10/6/2022 - 12:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember William Carroll - District 2

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
10/11/2022

Funding Source

Project # 9 1/2 N. Cedar Street - ME-031-22 **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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/5/2022 - 10:08 AM
City Clerk	Gauthier, Lana	Approved	10/6/2022 - 12:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 2

Purpose and Scope of Project:

Declaring the structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/11/2022

Funding Source

Project # 1212 Seneca Street - ME-164-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

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

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/5/2022 - 10:04 AM
City Clerk	Gauthier, Lana	Approved	10/6/2022 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/11/2022

Funding Source

Project # 111 S. Cody Road - ME-082-22 **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

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/5/2022 - 10:03 AM
City Clerk	Gauthier, Lana	Approved	10/6/2022 - 12:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Deputy Executive Director of Public Works Shonnda Smith

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing the employee of the month for October, Denise Ellison, with the Parks Division of Parks & Recreation.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Denise Ellison	Cover Memo	9/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	10/6/2022 - 8:45 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **Name: Denise Ellison (Employee #14695) Parks & Recreation (Parks Division)**
- **Date: October 11, 2022**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

James DeLapp, Executive Director of Public Works

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for October, Terry Reed with Facilities Maintenance in Public Works at Large.

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	10/4/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Gauthier, Lana	Approved	10/6/2022 - 8:45 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **October 2022 – Terry Reed (Employee # 18245) Public Works at Large (Facilities Maintenance)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Marc Vassallo

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
Resolution	Cover Memo	10/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	10/6/2022 - 11:56 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **October 2022 – Carl Clanton (Employee #15724 – Sanitation)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE 1ST ANNUAL HARVEST/FALL FESTIVAL TO BE HELD ON OCTOBER 22, 2022

Amount of Contract:
$1,500.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	10/6/2022 - 12:33 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,500.00**, to the Toulminville Crichton Community Development Corporation, from his discretionary funds*; and

WHEREAS, the Toulminville Crichton Community Development Corporation, is a/an non-profit which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to the Toulminville Crichton Community Development Corporation*, will be used to assist with the 1st Annual Harvest/Fall Festival to be held on October 22, 2022,* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,500.00** *to the Toulminville Crichton Community Development Corporation,* for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/7/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/7/2022 - 3:09 PM

03-908 2022

RESOLUTION

Sponsored by: Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Eric Peebles is appointed to the Advisory Commission of the Disabled effective immediately for a term ending October 11, 2024.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/10/2022
packet	Cover Memo	10/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/10/2022 - 9:53 AM

37-909 2022

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	Tim Maness Mobile Historic Development Commission
Location:	Fundraising Gala Spanish Plaza Park 401 Government Street Mobile, AL 36602

Adopted:

_____
City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5537

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.10.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *MOBILE HISTORIC DEVELOPMENT COMMISSION*

Trade Name: SPANISH PLAZA FUNDRAISING GALA

Location: 401 GOVERNMENT STREET MOBILE AL 36633

This business is located within the City's corporate limits.

Comments:
EVENT DATE 10.13.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5537

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P.O. Box 1151
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Gentlemen:

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140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *MOBILE HISTORIC DEVELOPMENT COMMISSION*

Trade Name: SPANISH PLAZA FUNDRAISING GALA

Location: 401 GOVERNMENT STREET MOBILE AL 36633

This business is located within the City's corporate limits.

Comments:
EVENT DATE 10.13.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE: 10.11.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5537

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

MOBILE HISTORIC DEVELOPMENT COMMISSION has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **140 - SPECIAL EVENTS RETAIL**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *MOBILE HISTORIC DEVELOPMENT COMMISSION*

TRADE NAME: SPANISH PLAZA FUNDRAISING GALA

LOCATED AT: 401 GOVERNMENT STREET MOBILE AL 36633

☐ YES	☐ NO	☐ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☐ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☐ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: TIM R MANESS **PHONE#:** 251.408.1620

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.03.2022
Application No: 5537

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***MOBILE HISTORIC DEVELOPMENT COMMISSION***

Ownership: ***ASSOCIATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
MANESS, TIMOTHY RAY AL 6234209	PRESIDENT	01.14.1977 TALLAPOOSA AL	

Corporate information: _____ (Enter book & page or document info) Date: _____ (Incorporation or Authority) County: _____

Trade Name ***SPANISH PLAZA FUNDRAISING GALA***

Location 401 GOVERNMENT STREET MOBILE AL 36602

Mailing Address PO BOX 1827 MOBILE AL 36633
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *NO*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? *NO*

(If YES, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF MOBILE **TITLE** PRESIDENT **DATE** 10.03.2022

The undersigned CITY OF MOBILE - MOBILE HISTORIC DEVELOPMENT COMMISSION
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

_____
Signature of Affiant

Sworn to and subscribed before, me this 10th day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person TIMOTHY R MANESS E-mail: TMANESS@HILLERCOMPANIES.COM

Phone Number: Home: 251.408.1620 Cell: 251.408.1620 Bus: 251.408.1620

Do the premises have a fully equipped and operational kitchen? *N/A*

Does the establishment have restroom facilities? *N/A*

Is place of business habitually used for providing food to the public? *N/A*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *N/A*

Will this business be operated PRIMARILY as a package store? *N/A*

Building seating capacity_____ License premises includes patio area *N/A*

Square Footage_____

License covers: *CITY PARK*

License Structure: *ONE STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
MANESS, TIMOTHY RAY AL 6234209	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: [signature]

Lease /Property Ownership

Name of Property Owner/Lessor: CITY OF MOBILE 251.208.7012

Address of Property Owner/Lessor: 205 GOVERNMENT STREET MOBILE AL 36644

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) [initials]

T2C
A 123290

Complete and return form to:
Revenue Department
P.O. Box 3065, Mobile, AL 36652-3065
Phone: 251-208-7462 Fax: 251-208-7954
Email: revenue@cityofmobile.com

Anticipated Start Date 10/13/22

BUSINESS LICENSE / TAX APPLICATION

Application Type: ☑ NEW ☐ NAME CHANGE ☐ OWNER CHANGE ☐ LOCATION CHANGE

BUSINESS INFORMATION

Legal Business Name: City of Mobile, Mobile Historic Development Commission

Principal Business Activity & Product:

Will business be conducted under another name (DBA)? ☑ NO ☐ YES

If DBA applies, please specify trade name (DBA):

Physical Address (Where the business is physically located & doing business from): 200 Government Street

City: Mobile	State: AL	Zip Code: 36602
Business Phone: (251) 208-7281	Cell Phone: (251) 408-1620	Email: tmanness@chillercompanies.com
Contact Person & Title: Tim Manness - Pres	Phone (251) 408-1620	Email: tmanness@chillercompanies.com

Mailing Address: P.O. Box 1827

City: Mobile	State: AL	Zip Code: 36633

Federal Tax ID (FEIN) #: 63-6001318	State of Alabama Tax #:

Business Structure / Form of Organization:

☐ SOLE PROPRIETORSHIP ☐ CORPORATION ☐ LLC
☐ PARTNERSHIP ☐ NON-PROFIT CORPORATION ☐ PROFESSIONAL ASSOCIATION
☑ OTHER (Please specify): Government Agency

FILL IN LAND/BUILDING INFO IF PHYSICAL LOCATION IS IN THE CITY OR IT'S POLICE JURISDICTION:

Land / Building ☑ OWN ☐ RENT	If rent, provide a copy of lease & owner information below:
Property Owner Name: City of Mobile	Phone: (251) 208-7281
Address: P.O. Box 1827	
City: Mobile State: AL	Zip Code: 36633

BUSINESS OWNER / APPLICANT INFORMATION

Owners, Partners or Officers (attach separate sheet if necessary): *Copy of Driver's Licenses Must Be Provided*

Name: Tim Manness	Title: President	Contact #: (251) 408-1620
Date of Birth: 01/14/1944	Driver's License #: 6234209	SS #: 420-27-1779
Addr		
City: Mobile	State: AL	Zip Code: 36604

Name:	Title:	Contact #:
Date of Birth:	Driver's License #:	SS #:
Address:		
City:	State:	Zip Code:

BUSINESS LICENSE / TAX APPLICATION (PAGE 2)

LICENSING / APPLICABLE TAXES

Business Operated From: ☐ HOME ☑ STORE FRONT OR OFFICE

Physical Location: ☑ CITY ☐ POLICE JURISDICTION ☐ OUTSIDE CITY LIMITS AND POLICE JURISDICTION

Tax Types:

☐ SALES TAX	☐ RENTAL TANGIBLE PERSONAL PROPERTY TAX	☐ BUSINESS LICENSE (ANNUAL)
☐ CONSUMER'S USE TAX	☐ LODGING TAX	☐ RENTING RESIDENTIAL PROPERTY
☐ SELLER'S USE TAX	☐ WINE TAX	***Please Complete Page 3 Property List***
	☐ TOBACCO TAX	☐ LIQUOR PURCHASE TAX

Tax Filing Frequency (must match your State of AL filing frequency):

☐ MONTHLY ☐ QUARTERLY ☐ ANNUALLY ☐ SEMI-ANNUALLY ☐ OTHER

Business Type:

☐ RETAIL	☐ WHOLESALE	☐ CONTRACTOR	☐ SERVICE / PROFESSIONAL
☐ MANUFACTURER	☐ RENTAL (tangible goods)	☐ RENTAL PROPERTY	☒ OTHER GOVERNMENT AGENCY

A separate application is needed if the business will be selling alcohol.

# of Employees 10 Enrolled in E-Verify? ☐ Yes ☐ No

If no, please visit www.e-verify.gov

CERTIFICATION AND SIGNATURE

By signing this license application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or are lawfully present in the US.
In addition, by signing below, you acknowledge that you cannot operate this business in the City of Mobile or its Police Jurisdiction until this business license application is approved and a business license is issued.

signature required:

Signature of Owner/Applicant: [signature] **Date:** 09/16/22

Printed Name: Tim Maness **Title:** President

Name of person completing Application _____ **Title** _____

FOR HELP WITH CALCULATION OF LICENSE AMOUNT PLEASE CONTACT OUR OFFICE

LICENSE AND FEE CALCULATION

Effective Date: 10/1/22

Your Temporary Business License is good for 60 days Only.

After your first 60 days of business, a 60 day affidavit will be due. This will be used to project your annual gross which will be used in calculating the amount due for the first years business license.

You will receive a bill for any amount due less the initial amount paid.

IF YOU DO NOT TURN IN THE AFFIDAVIT AND OR PAY ANY ADDITIONAL AMOUNT DUE, YOU WILL BE OPERATING WITHOUT A LICENSE.

Note: All licenses expire Dec. 31st. To avoid penalty and interest all must be renewed prior to Feb. 1st. with the exception of insurance which must be renewed by March 1st.

	NAICS	
Minimum License Amount		$ 120
Issue Fee		$ 10
Zoning Fee	*$8.00*	$
Total Amount Due with Application:		$ 130

If you need help with this application please contact 251-208-7462

APPLICATION REVIEW (OFFICE USE ONLY)

Code Compliance:	**Account #**
Application Reviewed By: Date:	**Date 60 day temp. Lic. Issued:**
Business License #	**Date 60 day affidavit due:**
Business License Issued By:	**Territory -** _____

YEAR: 20____ NO: ____

MOBILE REVENUE DEPARTMENT
APPLICATION FOR SPECIAL EVENT LICENSE FOR A CHARITABLE OR CIVIC ORGANIZATION

THIS APPLICATION WILL NOT BE PROCESSED IF ANY REQUESTED INFORMATION IS OMITTED.

Organization Name: Mobile Historic Development Council Phone Number: 251-209-7281

Address: P.O. Box 1827 City: Mobile St: AL Zip: 36633

(01) Officers, Board Members, Etc: Tim Mathes - Pres, Susan Henry - V. Pres.

(02) Purpose Of Organization: Historic Preservation

(03) Source Of Funding – Be Specific: City Government Agency

(04) Uses Of Funds – Be Specific. Show percent of funds allocated to each use: Restoration of Spanish Plaza

(05) Are any of the funds for any purpose other than the funding of charitable and civic organizations and activities? Yes____ No V

If yes, describe in detail what uses and what percent of total funds are so used: ____

(06) Is your organization listed as an exempt organization in any of the following sections of Title 40 Chapter 9, Code of Alabama 1975 as amended: 40-9-9 through 40-9-13? Yes____ No____
If yes, give section number: ____

(07) Specify event for which this license requirement is requested Spanish Plaza Fundraising Gala

(08) Specify organization's activity at event: Host

(09) Date(s) of event & Location of event: Date Oct 13th 2022 Location Spanish Plaza
(If granted, this license will only apply to the above named/described event on specified date(s))

APPLICATION COMPLETED BY: Tim Mathes (PRINT OR TYPE NAME) _____ (SIGNATURE)

POSITION IN ORGANIZATION: President DATE COMPLETED 09/24/22

CHARITABLE OR CIVIC ORGANIZATION SALES

The charitable or civic organization business license requirements does NOT release the organization from the requirement to remit taxes on the gross proceeds from the event. Any private business allowed to set up at the charitable function must have a license and pay its taxes directly to the City of Mobile. The processing fee of $25.00 is paid when application is made.

All retail sales conducted in the City of Mobile, and its police jurisdiction, are subject to Sales & Use Tax and all firms, persons, or organizations making such sales are required to purchase a business license in the amount provided for the activity in which they are engaged. The City of Mobile collects the taxes due for both the City and County. Sales within the city limits are taxed at the rate of 4% City and 1% County. Sales within the police jurisdiction are taxed at the rate of 2 City, 1% County and ½ % County School Tax.

The organization must demonstrate to the satisfaction of the Revenue Department that the funds it raises are to be used for the funding of charitable or civic organizations and activities. The business license for the charitable or civic organization does NOT release the organization from the requirement to remit taxes on the gross proceeds of the event, nor does it release them from making any tax deposits required by the ordinance.

If granted, the Special Event license will only apply to the single event named and described on the application, on the date(s) specified therein (application references front side of this form).

Any private business, allowed to set up at the charitable or civic function, must have a business license and pay its own taxes directly to the City of Mobile.

Blank forms may be obtained from the City of Mobile Revenue Department at the Business Center located on the 2nd floor of the administration tower in Government Plaza located at 205 Government Street. Return the completed application form to the Business Center for review. Once reviewed, the application will be processed. Upon approval, the license will be issued after any and all appropriate fees have been collected.

In no event shall the license granted a charitable or civic organization cover, through sponsorship or otherwise, any business activities carried on by any individual, firm or corporation which may participate in the same event.

ADDITIONAL SPACE FOR INFORMATION FROM FRONT OF APPLCIATION

_____

_____

_____

Return completed application to: _____ (Business Center Representative)

_____Approved _____Denied

By_____ Date_____

Revenue Manager or Director

Yes

PARKS AND RECREATION

MPRD Special Events Permit Request Form

Name and/or Organization Name: Mobile Historic Development Commission

Event Name: Spanish Plaza Fundraising Gala

Point of Contact: Tim Maness/Christine Dawson (MHDC)

Address:

Street: 205 Government Street

Address Line 2: Unit 2

City, State, Zip: Mobile, AL 36644

Phone Number: Tim Maness (251)408-1620/Christine Dawson (251)208-7281

Email: tmaness@hillercompanies.com/christine.dawson@cityofmobile.org

Organization's Website: cityofmobile.org - MHDC

Does your Organization have 501(3)© status?

- [ ] Yes
- [x] No

Event Type (Select at least one option):

- [ ] Athletic
- [x] City of Mobile Sponsored
- [ ] Concert
- [ ] Church
- [ ] Festival
- [ ] Holiday
- [ ] Partnership
- [ ] Tournament
- [x] Other

If Other, please explain: Fundraising gala to benefit Spanisl

PARKS AND RECREATION

Number of Expected Participants:

☐ 1-50 ☐ 51-100

Expected number of participants if over 100? 300

Event Description:

Is this a first-time or annual event? If annual, list any changes that may have occurred

First time event. Fundraising gala with proceeds to benefit the continued restoration of Spanish Plaza. MHDC will be providing a wine/beer bar for participants and plan to have 2 or 3 food trucks set up for food purchases. Possible cash bar for liquor.

List all Date(s) and Times(s)

Include the set-up and breakdown time for each date

Thursday 10/13/2022 from 3pm-10pm.

Indoor Facilities:

**Community Centers Multi-Purpose Room and Gym available for use*

☐ ALLComplex	☐ Connie Hudson Senior Center	☐ Dotch*
☐ Harmon-Thomas*	☐ Hillsdale*	☐ James M. Seals, Jr.*
☐ Laun Park	☐ Michael A. Figures*	☐ Newhouse Park
☐ Parkway	☐ Rev. Robert L. Hope*	☐ Rickarby Park
☐ Spring Hill*	☐ Thomas Sullivan*	☐ Tricksey

PARKS AND RECREATION

Outdoor Facilities

**Electricity available for an additional fee*

☐ Arlington	☐ Bienville Square*	☐ Cathedral Square*
☐ Cooper Riverside*	☐ Crawford	☐ Denton
☐ Doyle	☐ Dog River	☐ Harmon
☐ Henry Aaron	☐ Herndon-Sage	☐ Hillsdale
☐ Joseph N. Langan Pavilion	☐ Joseph N. Langan Performing Arts Amphitheater*	
☐ Kidd	☐ Laun	☐ Lavretta
☐ Lyons	☐ Mardi Gras Park*	☐ McCants-Shavers
☐ McNally	☐ Medal of Honor Park*	☐ Michael Dow Amphitheater*
☐ Mitternight	☐ Mobile County Bicentennial Pavilion	☐ Newhouse
☐ Rickarby	☐ Seals (Texas St.)	☐ Stotts (Demetropolis)
☐ Sullivan (Peters)	☐ Taylor	☐ Theodore (Heroes)
☐ Trimmier	☐ Trinity Gardens	☑ Other

☑ If Other, please explain: Spanish Plaza

Are there any Sponsors for this event?

If so, include their contact information

PARKS AND RECREATION

Will your event require the use of a kitchen?

- [ ] Yes
- [x] No

Will your event have live music or amplified sound?

If yes, you will need a noise ordinance waiver from the City Council.

- [x] Yes
- [ ] No

Will you need access to electricity?

- [x] Yes
- [ ] No
- [ ] Other, If other please explain _____

Do you plan to provide beer, liquor, or wine?

Any event providing alcohol will require additional city support (Police, MPRD Ambassadors, etc.)

- [x] Yes
- [ ] No

Do you plan to sell beer, liquor, or wine?

Any event selling alcohol will require additional city support (Police, MPRD Ambassadors, etc.)

- [x] Yes
- [ ] No

PARKS AND RECREATION

Usage fees, electrical fees, and damage deposit fees are charged for Bienville Square Gazebo, Cathedral Square, Cooper Riverside Park, Dow Amphitheater, Mardi Gras Park, the Mobile County Bicentennial Pavilion at Medal of Honor Park, the Performing Arts Pavilion at Langan Park, and ALL indoor facilities.

To secure a permit the damage deposit is due immediately upon receipt of invoice.

*MPRD must receive the damage deposit for all annual events at least six months in advance; otherwise, the permit request is subject to forfeiture.

MPRD must receive all additional fees 14 days before the day of the permitted event.

For cancellations, email mprdpermits@cityofmobile.org.

Any cancellation requests received within 14 days of the event will result in forfeiture of the damage deposit.

All fees will be forfeited for any cancellation received within 72 hours of the event.

Fees must be paid by cash, money order, credit, or debit card. Merchant Processing fees are nonrefundable.

Deposits paid by cash, money order, or cashiers check will be funded by check. Processing and receiving of refund may take up to fifteen business days.

No selling of merchandise, food, or beverages allowed on the park grounds without a MPRD permit.

No food or drinks are allowed under the Performing Arts Pavilion or the Mobile County Bicentennial Pavilion.

All events consisting of seventy-five people or more or will serve alcohol will require uniformed police officers/sheriffs.

MPRD is not responsible for any items used before, during, or after an event.

City Ordinance prohibits (1) USE OF ALCOHOLIC BEVERAGES & LOUD AMPLIFIED MUST in the parks. The party using the Park facility has been informed of the Noise Ordinance adopted by the City Council of the City of Mobile and signed by the City Clerk and will be in full force and effect from and after its adoption date of August 2, 1994.

The City of Mobile does not guarantee electricity or electrical hookups at any park except for the above mentioned facilities (*).

The City of Mobile does not provide emergency electrical services during the weekend.

PARKS AND RECREATION

The City of Mobile does not provide any water connections for any outside personal equipment at any parks.

MPRD does not allow any vehicles on the grass, and if violations occur, the permit holder's damage deposit is subject to forfeiture.

Any facilities left unclean will result in an automatic forfeiture of the damage deposit.

Tim Maness — Signature

04/28/22 — Date

INFORMATION SHEET

Contact Person: Tim Mahess **Phone #:** 251-408-1620

Business Name: Mobile Historic Development Commission (City)

Corporation Name: Mobile Historic Development Commission (City)

Business Address: 200 Government St Mobile 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama: _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? _____ **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? _____

Is the place of business habitually used to serve food to the public? _____

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building _____

_____

For a SPECIAL EVENT, list dates: from 10/13/22 **to** 10/13/27.
Type of Event Fundraising Gala.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social** ____; **Patriotic** ____; **Political** ____; **Athletic** ____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): MOBILE HISTORIC DEVELOPMENT COMMISSION (CITY

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* ( ) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) TIMOTHY MARKESS

Social Security # [redacted] U Sex: (✓)M ( )F

Driver License# [redacted] State AL

Title (*i.e. Owner, President, Member*) PRESIDENT

Date of Birth 01/14/77

Place of Birth TALLAPOOSA AL USA
County *State* *Nation*

Present Address: [redacted] AL
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 YRS Home# _____ Cell# 251-402-1620

****

Full Name (*First, Middle, Last*) _____

Social Security # _____ Race: _____ Sex: ( )M ( )F

Driver License# _____ State _____

Title (*i.e. Owner, President, Member*) _____

Date of Birth ____/____/____

Place of Birth: _____
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: _____ Home# _____ Cell# _____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
NONE				

I certify that the above information is correct and true.

PRESIDENT Date: 09/27/22

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: CITY OF MOBILE

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners'/ Lessors Address: POBOX 1827 MOBILE, AL 36633

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an _____

(Type of business)

Mobile Historic Development Commission

(Name of applicant whether individual, corporation, etc.)

P.O. Box 1827

(Location address for application)

Mobile City | AL State | 36633 Zip

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning T-4 Parking Provided N/A

Parking Required N/A* Compliance: X** Yes _____ No

A. Logan Anderson

(Signed by Urban Development Dept)

10/04/2022

Date

*The site is within the Downtown Development District and is exempt from off-street parking requirements.

**A special event with special retail sales is a permitted use as a government function of the City of Mobile in a T-4 zoning district.

8

Spanish Plaza Park

BENCH (22) | PET WASTE STATION (2)
GARBAGE CAN (6) | SPANISH FOUNTAIN (1)

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to Mobile Historic Development Commission who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public	Property Owner Date
My Commission Expires	Licensee 10/20/22 Date

PARKS AND RECREATION

CITY OF MOBILE
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

Park Scheduling Confirmation
Acknowledgment No.: 01165327

Facility: **Spanish Plaza - 401 Government St, Mobile, AL. 36602** Date Printed: **9/27/2022**
Applicant: **Tim Maness** **6604, (251) 408-1620**
Organization:
Event: **Spanish Plaza Fundraising Gala** # of Attendees:
Spanish Plaza: 300
Equipment Needed:

Reservation Date
From: **10/13/2022 3:00 PM** To: **10/13/2022 10:00 PM**

Reservation Fee: **$0.00**
Security Deposit: **$0.00**
Total Amount: **$0.00**

Payment Records:
Amount Paid: **$0.00**
Amount Due: **$0.00**

MPRD charges usage, electrical, and damage deposit fees for Bienville Square, Cathedral Square, Cooper Riverside Park, Dow Amphitheater, Mardi Gras Park, the Mobile County Bicentennial Pavilion at Medal of Honor Park, the Performing Arts Pavilion at Langan Park, all indoor facilities, and all athletic facilities.
The City of Mobile does not guarantee electricity or electrical hookups at any park except for the facilities mentioned above.
MPRD requires the damage deposit to be paid immediately upon receipt of the invoice to secure a permit.
For any cancellations, email mprdpermits@cityofmobile.org
Any cancellation requests received within 14 days of the event will result in forfeiture of the damage deposit.
Customers will forfeit all fees paid to MPRD for any cancellation received within 72 hours of the event.
The customer may pay any fees by cash, money order, credit, or debit card. However, merchant processing fees are non-refundable.
No merchandise, food, or beverage sales may occur on the park grounds without an MPRD permit.
No food or drinks are allowed under the Performing Arts Pavilion or the Mobile County Bicentennial Pavilion.
Any events with alcohol will require additional City of Mobile support services.
All reservation confirmations are conditional upon MPRD receiving payment in full and all required information. Failure to do so will result in the cancellation of the reservation.
The event may require an event set-up diagram.
City Ordinance prohibits (1) USE OF ALCOHOLIC BEVERAGES & LOUD AMPLIFIED SOUND in the parks. The party using the Park facility has been informed of the Noise Ordinance adopted by the City Council of the City of Mobile and signed by the City Clerk and will be in full force and effect from and after its adoption date of August 2, 1994.
The City of Mobile does not provide emergency electrical services during the weekend.
The City of Mobile does not provide water connections for outside personal equipment at parks.
MPRD does not allow vehicles on the grass; if violations occur, the permit holder's damage deposit is subject to forfeiture.
Any facility left unclear will result in automatic forfeiture of the damage deposit.

PARKS AND RECREATION

If the damage deposit exceeds the amount collected, funds for repair may be required.

FOLLOW ALL COVID Guidelines.
Practice Social Distancing at ALL times.
Wash hands or use hand sanitizer frequently.
Wear a face mask when possible..
Sanitize equipment between each use.
Bring your own water bottles.
Be considerate of others.
FAILURE TO ABIDE BY GUIDELINES MAY LEAD TO PERMITS/RESERVATION PERMISSIONS BEING REVOKED.

Applicant Signature: _____ Date: _____

Rentals Representative Signature: [signature]
Date: 9/27/22

PLEASE BRING THIS FORM WITH YOU TO THE PARK

For questions or concerns about your reservation, email mprdpermits@cityofmobile.org or call:
(251) 208-1620 (Mon-Fri, 8-5 pm)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, and Gregory.

Purpose and Scope of Project:

Restripe existing roadways centerlines, edge lines and markings.

Amount of Contract:

$1,105,912.50

Effective Date of Contract:

10/18/2022

Funding Source

Project # Citywide Roadway Striping and Markings 2022-2060-06 **Discretionary Funds**

Project String 2000 20002000 48010 **Contract Number:**4104

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/6/2022
Capital Summary Sheet	Backup Material	10/6/2022
packet	Cover Memo	10/6/2022
contract	Cover Memo	10/6/2022

REVIEWERS:

Department Reviewer	Action	Date
Traffic		10/5/2022 - 1:06

Engineering	White, Jennifer	Approved	PM
Capital	Rhodes, Brenda	Rejected	10/5/2022 - 3:24 PM
Traffic Engineering	White, Jennifer	Approved	10/6/2022 - 10:01 AM
Capital	Rhodes, Brenda	Approved	10/6/2022 - 10:42 AM
Legal	Kern, Chris	Approved	10/6/2022 - 10:51 AM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:09 PM

R E S O L U T I O N

Sponsored by: Councilmember Penn, Carroll, Smalls, Reynolds, Daves, Jones, Gregory, & Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	TRP Construction Group, LLC
City of Mobile Project Name:	Citywide Roadway Striping and Markings
Capital Project No.:	RWS08
Contract Amount:	$1,105,912.50

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Citywide Roadway Striping and Markings

CAPITAL PROJECT # RWS08 **DATE OF RECEIPT** 10/05/2022

DEPT. PROJECT # 2022-2060-06

PROJECT DESCRIPTION Roadway Striping and markings for various city streets

CONTRACT AMOUNT $ 1,105,912.50

VENDOR NAME TRP Construction Group, LLC

VENDOR NUMBER 297978

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

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

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: Jennifer White **Date** 10/5/2022

Revised 5/16/2022 Tiffany Hollins

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/06/2022

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
Aon Risk Services South, Inc.
Atlanta GA Office
3550 Lenox Road NE
Suite 1700
Atlanta GA 30326 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Bankers Standard Ins Co	18279
INSURER C:	Executive Risk Indemnity Inc.	35181
INSURER D:	Allied World Assurance Company (US) Inc	19489
INSURER E:	Markel Insurance Company	38970
INSURER F:		

INSURED
TRP Construction Group, LLC.
TRP Infrastructure Services, LLC
2411 Minnis Drive
Fort Worth TX 76117 USA

COVERAGES **CERTIFICATE NUMBER:** 570095952777 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			54326401	02/12/2022	02/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			54326400	02/12/2022	02/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION			03132597	02/12/2022	02/12/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		54326402	02/12/2022	02/12/2023	X PER STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name: City of Mobile Roadway Striping. Project Number: 2022-2060-06. *Please see attached additional remarks page.

CERTIFICATE HOLDER

City of Mobile
Attn: William S. Stimpson
205 Government Street
Mobile AL 36633 USA

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

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570095952777

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AGENCY CUSTOMER ID: 570000073581

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services South, Inc.	TRP Construction Group, LLC.
POLICY NUMBER: See Certificate Number: 570095952777	
CARRIER: See Certificate Number: 570095952777 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				MKLM1EUE100620	02/12/2022	02/12/2023	Aggregate	$1,000,000
							Each Occurrence	$1,000,000

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AGENCY CUSTOMER ID: 570000073581

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services South, Inc.	TRP Construction Group, LLC.
POLICY NUMBER: See Certificate Number: 570095952777	
CARRIER: See Certificate Number: 570095952777 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Remarks

Applies only if applicable coverage is evidenced on Acord 25- CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Umbrella/Excess policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella/Excess policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella/Excess, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

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CONSTRUCTION SERVICES AGREEMENT

WHEREAS, the City of Mobile (Owner) and the State of Alabama have authorized a joint purchase agreement,

WHEREAS, the State of Alabama has entered into a Master Agreement, (a copy of which is affixed hereto as "Exhibit A" and is hereby incorporated by reference herein as a part hereof) with the hereinbelow defined Contractor for the provision of services at unit prices through the competitive bid process (hereinafter the "Bid Contract"); and,

WHEREAS, the said Bid Contract are for services of the type contemplated by §41-16-51.1 of the *Code of Alabama*, which such statute authorizes the City of Mobile to purchase services off State bids without further competitive bidding; and.

WHEREAS, the hereinbelow defined Owner is a municipality organized and existing under the laws if the State of Alabama; and,

WHEREAS, Owner wishes to enter into an agreement with Contractor whereby Contractor will provide the same services constituting a portion of the subject matter of the Bid Contracts A at the stated unit process;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, this agreement (hereinafter "Agreement") made and entered into this _____ day of _____, 20____:

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: TRP Construction Group, LLC
2213 Moneda Street
Haltom City, TX 76117

Secretary of State Registration No.: 646-278

For the following Project: City of Mobile Roadway Striping

Owner Project Number: 2022-2060-06

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICES

1.1 The Contractor's services consist of those described in "Scope of Work" which is attached hereto as "Exhibit B" and is hereby incorporated by reference herein as a part of the Agreement as though fully set out herein. As listed on the Scope of Work, the total price to be paid for contractor's services is by the unit prices set forth in the Master Agreement. The estimated project cost is based on the estimated quantities and is subject to increase or decrease. The total estimate for this work is One million One Hundred and Five Thousand Nine Hundred and Twelve Dollars and fifty cents and is not to exceed $1,105,912.50.

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 The City of Mobile pays thirty (30) days in arrears after receipt of invoice.

1.4 Contractor shall provide a performance bond equal to ONE MILLION Dollars ($1,000,000.00) to remain in place throughout the term of the contract.

1.5 The Contractor shall comply with all Master Agreement conditions and is fully incorporated herein.

2.0 OWNER'S/CONTRACTOR'S REPRESENTATIVE

2.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project is the Owner's Traffic Engineer or her appointed assistant.

2.2 CONTRACTOR IN CHARGE

Firm Name:	TRP Construction Group, LLC
Address:	2213 Moneda Street
	Haltom City, TX 76117
Phone Number:	(___) _____
Mail address:	_____
Name:	_____

3.0 GENERAL PROVISIONS

3.1 The Contractor shall deliver the Work complete within Ninety (90) calendar days from the date of the written Notice to Proceed.

3.2 ASSIGNMENT OR TRANSFER OF AGREEMENT

The Contractor shall not assign, sublet, or transfer its interest in this Agreement without the prior written consent of the Owner, which such consent will be granted or withheld at the Owner's sole discretion.

3.3 INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, **which such insurance shall name the City of Mobile as an additional insured,** and shall attach to this 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 Consultants, 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: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsement 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 (ACCORD 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 shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without thirty (30) days or more (except ten (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 ACCORD format) certifying the

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.

3.4 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.

3.5 BOYCOTT OF PERSON OR ENTITY

By signing this contract, TRP Construction Group, LLC, 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.

3.6 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 person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design, or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.**

3.6 CONTRACT TERMINATION

The Owner may terminate the contract upon ten (10) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. The Owner shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.7 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Scope of Work, dated _____, 2022;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

3.8 DISPUTE RESOLUTION

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

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

3.9 NON-DISCRIMINATION

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. Contractors shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Contractors and Sub-Contractors performing work for the City of Mobile.

4.0 Terms

Payments will be made to the CONTRACTOR after acceptance of the CONTRACTOR's completed work by the City of Mobile and after receipt of undisputed invoice to the City. The price quoted and listed shall be firm throughout the term of this Contract. Cost may be prorated for services added or removed under this agreement to align cost/service with remaining term of contract. It is understood that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud, that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

CONTRACTOR shall submit invoices to the City for the Services completed in accordance with this Agreement. All invoices are due within thirty days after invoice date. Payment will be based upon the quantities measured by the department.

If the City disputes any portion of a CONTRACTOR's invoice, then the City will: (a) pay any amount not in dispute by the due date; and (b) within five business days after receipt of that invoice, inform CONTRACTOR in writing of the disputed amount and the specific reason(s) for withholding payment. On CONTRACTOR's receipt of this, the Parties will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. The City agrees to pay any disputed amounts within *five* days after the issues have been resolved.

5.0 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 affect 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.

6.0 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.

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seals; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully 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:

By Signature

Boone Massey - General Manager
Printed Name and Title

(Corporate Seal if applicable)

TRP Construction Group, LLC
2213 Moneda Street
Haltom City, TX 76117

ATTEST: City of Mobile

City Clerk

By: Gena Tuggle Gibbs

Its: Notary 5/18/2025

GENA TUGGLE GIBBS
NOTARY
EXPIRES
GEORGIA
05/18/2025
PUBLIC
HARALSON COUNTY

EXHIBIT A

ALDOT Master Agreement
Traffic Striping/Pavement SW/SE Region

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 012 210000000198**

NOT TO EXCEED AMOUNT:

Begin Date:	04/22/2021	Procurement Folder:	1294616
Expiration Date:	04/21/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	04/22/21	Version Number:	1

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Robbie Speigner	Kerri Hines	Kerri Hines
334-353-6834	334-242-4610	334-242-4610
speignerr@dot.state.al.us	kerri.hines@purchasing.alabama.gov	kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA-Traffic Striping/Pavement SE/SW Region
G13-103552
Traffic Striping/Pavement
This Bid Shall Be Awarded All Or None
Southeast & Southwest Region

Final

Ship To:

ALDOT - MAINT BUREAU MAINT. ENGINEER
1409 COLISEUM BLVD.
MONTGOMERY AL 36110

Bill To:

ALDOT - MAINT BUREAU ACCOUNTING DIVISION
1409 COLISEUM BLVD
MONTGOMERY AL 36110

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000061088: TRP Construction Group, LLC

2213 Moneda

Haltom City TX 76117

Contact:

Cory West
8173419092
coryw@trpconstructiongroup.com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	EA	$3,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
MOBILIZATION
PAVEMENT STRIPING/MARKER INSTALLATION,
INCLUDING ALL MATERIALS, LABOR, EQUIPMENT,
AND NECESSARY INCIDENTALS PER THE
PROVIDED SPECIFICATIONS ON AN "AS-NEED"
BASIS:

MOBILIZATION

This Master Agreement shall be for the Southwest Region and Southeast Region, which includes the following counties: Marengo, Choctaw, Wilcox, Monroe, Clarke, Washington, Mobile, Baldwin, Conecuh, Escambia, Elmore, Autauga, Macon, Bullock, Montgomery, Butler, Lowndes, Dallas, Russell, Lee, Houston, Henry, Coffee, Geneva, Dale, Covington, Crenshaw, Pike, and Barbour.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$2,500.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL-SINGLE LANE CLOSURE
PAVEMENT STRIPING/MARKER INSTALLATION,
INCLUDING ALL MATERIALS, LABOR, EQUIPMENT,
AND NECESSARY INCIDENTALS PER THE
PROVIDED SPECIFICATIONS ON AN "AS-NEED"
BASIS:

TRAFFIC CONTROL-SINGLE LANE CLOSURE

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$3,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL-DOUBLE LANE CLOSURE
PAVEMENT STRIPING/MARKER INSTALLATION,
INCLUDING ALL MATERIALS, LABOR, EQUIPMENT,
AND NECESSARY INCIDENTALS PER THE
PROVIDED SPECIFICATIONS ON AN "AS-NEED"
BASIS:

TRAFFIC CONTROL-DOUBLE LANE CLOSURE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	$5,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL-TRIPLE LANE CLOSURE
PAVEMENT STRIPING/MARKER INSTALLATION,
INCLUDING ALL MATERIALS, LABOR, EQUIPMENT,
AND NECESSARY INCIDENTALS PER THE
PROVIDED SPECIFICATIONS ON AN "AS-NEED"
BASIS:

TRAFFIC CONTROL-TRIPLE LANE CLOSURE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	MI	$800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	MI	$380.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS 1, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	FT	$1.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE 2'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 1, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	MI	$800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	MI	$380.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	FT	$1.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
12	0	SQFT	$3.500000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 1, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 1, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	MI	$1,300.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL SOLID CLASS 1, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL SOLID CLASS 1, TYPE A TRAFFIC STRIPING

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	MI	$1,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL BROKEN CLASS 1, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL NORMAL WIDTH DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL WIDE DOTTED, CLASS 1, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	SQFT	$3.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings

COMMODITY / SERVICE INFORMATION

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	MI	$1,100.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE CLASS 1H, TYPE A TRAFFIC STRIPE

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	MI	$525.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE CLASS 1H, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	FT	$1.500000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE.
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 1H, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	MI	$1,100.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW CLASS 1H, TYPE A TRAFFIC STRIPE

COMMODITY / SERVICE INFORMATION

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW CLASS 1H, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	MI	$525.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	FT	$1.500000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 1H, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 1H, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 1H, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	MI	$1,300.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL SOLID CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	MI	$1,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL BROKEN CLASS 1H/1HAW, TYPE A TRAFFIC STRIPING

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL NORMAL WIDTH DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE
3
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL WIDE DOTTED, CLASS 1H/1HAW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1H/1HAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 1H/1HAW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL LEGEND, CLASS 1H/1HAW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	MI	$2,750.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	MI	$1,500.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE
2
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 2, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	MI	$2,750.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	MI	$1,500.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	SQFT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 2, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 2, TYPE A

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	SQFT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 2, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 2, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	MI	$1,300.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL SOLID CLASS 2/2AW, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	MI	$1,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL BROKEN CLASS 2/2AW, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL NORMAL WIDTH DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL WIDE DOTTED, CLASS 2/2AW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS 2/2AW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	SQFT	$4.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2/2AW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	MI	$1,900.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	MI	$1,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE.

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE.
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 2T, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	MI	$1,900.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	MI	$1,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE

COMMODITY / SERVICE INFORMATION

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 2T, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	SQFT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 2T, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	SQFT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	MI	$1,300.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL SOLID CLASS 2T, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	MI	$1,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL BROKEN CLASS 2T, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL NORMAL WIDTH DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE.
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL WIDE DOTTED, CLASS 2T, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS
2T, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS
2T, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL LEGEND, CLASS 2T, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	MI	$16,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	MI	$5,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	FT	$7.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS W, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	MI	$16,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE.

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	MI	$7,200.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS W, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	FT	$7.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS W, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	MI	$5,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN BLACK, CLASS W, TYPE A TRAFFIC STRIPE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	FT	$8.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE
2

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED BLACK, CLASS W, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	SQFT	$24.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS W, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS W, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	SQFT	$28.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS W, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS W, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	MI	$1,975.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL SOLID CLASS W/WAW, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	MI	$1,975.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL BROKEN CLASS W/WAW, TYPE A TRAFFIC STRIPING

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL NORMAL WIDTH DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	FT	$1.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL WIDE DOTTED, CLASS W/WAW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	SQFT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL MARKINGS, CLASS
W/WAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL MARKINGS, CLASS
W/WAW, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	SQFT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

REMOVAL TRAFFIC CONTROL LEGEND, CLASS W/WAW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 1-A
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 1-A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 1-B
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 1-B

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
85	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 2-A
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 2-A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 2-B
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 2-B

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 2-C
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

Final

PAVEMENT MARKERS, CLASS A-H, TYPE 2-C

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 2-D
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 2-D

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	EA	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
PAVEMENT MARKERS, CLASS A-H, TYPE 2-E
RAISED PAVEMENT MARKER INSTALLATION, INCLUDING MARKERS, LABOR, EQUIPMENT, AND
ADHESIVE MATERIAL. PLACEMENT WILL BE PER
THE PROVIDED SPECIFICATIONS ON AN
"AS-NEED" BASIS:

PAVEMENT MARKERS, CLASS A-H, TYPE 2-E

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	MI	$3,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	MI	$980.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE CLASS 1HAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	FT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 1HAW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	MI	$3,400.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW CLASS 1HAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	MI	$980.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 1HAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 1HAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	FT	$4.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 1HAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	SQFT	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 1HAW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	SQFT	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 1HAW, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	MI	$4,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	MI	$2,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	FT	$2.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE
3'

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS 2AW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	MI	$4,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	MI	$2,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS 2AW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	SQFT	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS 2AW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS 2AW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	SQFT	$6.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS 2AW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS 2AW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	MI	$16,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE

Original

PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	MI	$5,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	FT	$7.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	FT	$5.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
WIDE DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE
3'
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

WIDE DOTTED WHITE, CLASS WAW, TYPE A TRAFFIC STRIPE.
3' STRIPE - 9' GAP (10" WIDTH) PATTERN

This Master Agreement shall be for the Southwest Region and Southeast Region, which includes the following counties: Marengo, Choctaw, Wilcox, Monroe, Clarke, Washington, Mobile, Baldwin, Conecuh, Escambia, Elmore, Autauga, Macon, Bullock, Montgomery, Butler, Lowndes, Dallas, Russell, Lee, Houston, Henry, Coffee, Geneva, Dale, Covington, Crenshaw, and Barbour.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	MI	$16,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
SOLID YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

SOLID YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	MI	$5,800.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	FT	$7.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

96861 - Pavement Marking Services, Including Removal of Markings
NORMAL WIDTH DOTTED YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

NORMAL WIDTH DOTTED YELLOW, CLASS WAW, TYPE A TRAFFIC STRIPE.
2' STRIPE - 4' GAP (5" WIDTH) PATTERN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	MI	$6,000.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
BROKEN BLACK, CLASS WAW, TYPE A TRAFFIC STRIPE
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

BROKEN BLACK, CLASS WAW, TYPE A TRAFFIC STRIPE

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	SQFT	$24.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL MARKING, CLASS WAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL MARKING, CLASS WAW, TYPE A

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0	SQFT	$28.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
TRAFFIC CONTROL LEGEND, CLASS WAW, TYPE A
PAVEMENT STRIPING INSTALLATION, INCLUDING MATERIALS, LABOR, AND EQUIPMENT.
PLACEMENT WILL BE PER THE PROVIDED SPECIFICATIONS ON AN "AS-NEED" BASIS:

TRAFFIC CONTROL LEGEND, CLASS WAW, TYPE A

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0	MI	$1,300.000000	$0.00			$0.00	$0.00

96861 - Pavement Marking Services, Including Removal of Markings
VACUUMING OF MATERIAL DEBRIS
PAVEMENT STRIPING/MARKER REMOVAL
INCLUDING MATERAL, LABOR, EQUIPMENT, AND
NECESSARY INCIDENTALS PER THE PROVIDED
SPECIFICATIONS ON AN AS NEEDED BASIS,
VACUUMING OF MATERIAL DEBRIS

This Master Agreement shall be for the Southwest Region and Southeast Region, which includes the following counties: Marengo, Choctaw, Wilcox, Monroe, Clarke, Washington, Mobile, Baldwin, Conecuh, Escambia, Elmore, Autauga, Macon, Bullock, Montgomery, Butler, Lowndes, Dallas, Russell, Lee, Houston, Henry, Coffee, Geneva, Dale, Covington, Crenshaw, Pike, and Barbour.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

TERMS AND CONDITIONS

Purpose
The purpose of this Request for Bid (RFB) is to establish a contract for Traffic Striping and Pavement Marking for Alabama Department of Transportation. This Master Agreement shall be for the Southwest Region and Southeast Region, which includes the following counties: Marengo, Choctaw, Wilcox, Monroe, Clarke, Washington, Mobile, Baldwin, Conecuh, Escambia, Elmore, Autauga, Macon, Bullock, Montgomery, Butler, Lowndes, Dallas, Russell, Lee, Houston, Henry, Coffee, Geneva, Dale, Covington, Crenshaw, Pike, and Barbour.

Award
This contract will be a multi-award for up to three (3) vendors. Award will be made on an “all or none” basis to the recommended vendors, who during the course of the bid evaluation are found to be the lowest responsible bidder meeting all specifications. Each vendor will indicate a “Per Item” in the unit price. Award will be made by totaling all unit item cost for a final bid price.

Performance Bond
Contractor shall provide a performance bond equal to $1 million dollars to remain in place throughout the term of the contract. Performance Bond will be requested after evaluation and must be received by State Purchasing before the Final Award can be made.

Liability Insurance:
Vendor should submit with their bid proof of liability insurance in the amount of $1,000,000.00 per occurrence, 2,000.000.00 aggregate. In addition, vendor should submit with their bid proof of workman’s compensation insurance sufficient to satisfy all legal requirements of the State of Alabama. If awarded the contract, these insure must remain in effect for the entire period of the contract including each of the contract renewal periods. Failure to provide the insurance documents with your bid will delay the bid evaluation and award process.

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, or 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.

Price Increase:
At the renewal of each contract period, up to a 5% price increase may be allowed, if agreed upon by both the contract vendor and the State of Alabama. The request for a price increase must have justifiable proof in writing and be submitted to the State of Alabama sixty (60) days prior to renewal date. Justifiable proof may be copies of materials, fuel, or labor costs increase over the current year of the contract. Any price increase allowed will be based on a percentage difference of the current contract price in effect and must not exceed 5%. Any price resulting from an agreed upon increase, must be firm for the next 12 month period of the contract.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Payment:
The State of Alabama pays thirty (30) days in arrears after receipt of invoice.

Quality of materials and labor:
Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes. All labor shall be well experienced in this type work and it shall be completed in a professional manner.

Section 1 Traffic Pavement Striping, Marking, Legend and Raised Pavement Marker Maintenance Scope of Service

A. Scope of Work

The work under this Section consists of the installation of traffic pavement striping, markings and raised pavement markers in accordance with the details shown on the Alabama Department of Transportation Standard and Special Drawing Book, latest edition. This Section shall also cover the maintenance and bonding through the performance period of the pavement markings. The Department will award this contract on an all or none basis. The CONTRACTOR must submit a bid on all items or the bid will be deemed incomplete and thus rejected. This work shall include installation of traffic pavement striping, markings and raised pavement markers on an individual work order basis as determined by Alabama Department of Transportation. Each individual work order shall be issued to the CONTRACTOR and shall be completed in the time specified for that work order. This Master Agreement shall be for the Southwest Region and Southeast Region, which includes the following counties: Marengo, Choctaw, Wilcox, Monroe, Clarke, Washington, Mobile, Baldwin, Conecuh, Escambia, Elmore, Autauga, Macon, Bullock, Montgomery, Butler, Lowndes, Dallas, Russell, Lee, Houston, Henry, Coffee, Geneva, Dale, Covington, Crenshaw, Pike, and Barbour.

B. General Requirement

The CONTRACTOR must submit a bid on all items or the bid will be deemed incomplete and thus rejected.

The Department requires all work to be performed to current Standards and Specifications throughout the contract duration, as may be updated throughout the life of the contract. The CONTRACTOR will manage all pavement striping and marking assets within the project limits and will perform work that produces end results in accordance with Department Specifications (including all Supplemental Specifications and Special Provisions), Design Standards, Standard Maintenance Special Provisions, Maintenance Activity Standards, Procedures, Handbooks, Guides, and Manuals, including the Manual on Uniform Traffic Control Devices (MUTCD), American Society of Testing and Materials (ASTM), and Code of Federal Regulations (CFR), in effect at the time of the performance of the specific work, and consistent with the Department's statewide maintenance practices.
The CONTRACTOR shall adhere to all federal, state and local laws pertaining to proper health and safety measures to ensure safety for the traveling public, Department employees, CONTRACTOR employees, and Subcontractor employees.

All work on this project shall conform to the Alabama Department of Transportation, Standard Specifications for Highway Construction 2018, or latest edition, or additions thereto, and the Special Provisions included in this Invitation for Bids.

In case of discrepancy between this Specification and the standard provisions, this Specification shall prevail.
CONTRACTOR shall provide a performance bond equal to $1 million dollars to remain in place throughout the term of the contract.

The CONTRACTOR will comply with the Department’s lane closure restrictions/ requirements at the time of the work order is issued. In some locations this may require work to be performed at night.

All claims and disputes by the CONTRACTOR will be resolved in accordance with the Department Standard Specifications and revisions thereto.

Section 2 Materials Specifications & Performance Standards

A. General

Materials shall produce an adherent, retroreflective pavement striping, miscellaneous pavement markings and raised pavement markers (RPM) capable of resisting deformation by traffic. The requirements specified herein, and the performance requirements of this Section will apply for any new application throughout the duration of the warranty period regardless of the type of formulation used. CONTRACTOR will have option to select materials from List V-4 or V-2 as appropriate of the Materials, Sources, and Devices with Special Acceptance Requirements (MSDSAR), unless authorized in writing by an ALDOT designated engineer.

B. Materials

All pavement marking materials shall meet Alabama Standard Specifications for Highway Construction 2018 Edition or latest, specifically Division 800 Traffic Marking Materials and Division 700 Traffic Control Devices and Highway Lighting.

Warranted materials shall be furnished in accordance with the requirements given in Sections 856 and 857.

C. Contractor Selection of Materials

The CONTRACTOR shall have the option to select from the ALDOT MSDSAR V-4, V-2 or use ALDOT approved alternative material. Bonded materials shall meet the requirements in the ALDOT Standard Specifications for Highway Construction 2018 Edition or latest, specifically Division 800 Traffic Marking Materials and Division 700 Traffic Control Devices and Highway Lighting and shall be furnished in accordance with the requirements given in Sections 856 or 882 for the class and type. The use of any materials not on the approved product list must be approved by ALDOT prior to placement of the material.

Classes of Traffic Stripe

Traffic stripe shall be specified as Class 1, 1H, 1HAW, 2, 2T, 2AW, 3, W, or WAW. AW (excluding WAW) materials shall have a drop on bead system with microcrystalline ceramic reflective optic beads and shall be applied as directed by Manufacturers Application Guidelines.

Section 3 Initial Performance Acceptance Criteria

A. Retroreflectivity Class 1, 1H, 1HAW, 2, 2T, 2AW, 3, W, WAW striping, markings, and legends

The initial retroreflectivity shall be measured by the ALDOT, in accordance with ASTM E 1710, “Standard Specifications for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer”. Measurement shall be made in accordance with the guidelines in Section 3-D of this specification

B. Color and Glass Beads Class1, 1H, 1HAW, 2, 2T, 2AW, 3, W, WAW striping, markings, and legends

Color and Glass Beads shall conform to the specifications in Section 856 of the Alabama Standard Specifications for Highway Construction 2018 Edition or latest. One sample of each color and each product type will be collected for testing.

C. Initial Performance Acceptance Criteria Class A-H

Raised Pavement Markers will be selected from the list V-2.

D. Performance Requirements for Paint Striping

For a minimum of 30 days from the time of placement, ensure the high build traffic paint pavement marking material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event failures mentioned above occur, ensure corrective work is completed at no additional cost to ALDOT.

Initial Retroreflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in place markings meet the following minimum reflectance values:

Material Type/ Condition	Color/ Reflectance Value	Color/ Reflectance Value
1HAW Dry (ASTM E 1710)	White 300 mcd/lux/ m^2	Yellow 250 mcd/lux/m2
1HAW Wet (ASTM E 2177)	White 150 mcd/lux/ m^2	Yellow 100 mcd/lux/m2
1H Dry (ASTM E 1710)	White 300 mcd/lux/ m^2	Yellow 250 mcd/lux/m2

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile: 3 times within the first 500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retroreflectivity 9 times as above.

2. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 200 mcd/lux/m^2. This minimum reflectance value applies to white and/or yellow messages, symbols, and/or transverse lines. The 30 day retroreflectivity reading shall be the only inspection performed for messages, symbols, and/or transverse lines.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols, etc.)

Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation

Material Type/ Condition	Color/ Reflectance Value	Color/ Reflectance Value
1HAW Dry (ASTM E 1710)	White 300 mcd/lux/ m^2	Yellow 250 mcd/lux/ m2
1HAW Wet (ASTM E 2177)	White 150 mcd/lux/ m^2	Yellow 100 mcd/lux/ m2
1H Dry (ASTM E 1710)	White 300 mcd/lux/ m^2	Yellow 250 mcd/lux/ m2

Retest the in place markings 180 days after installation to ensure these minimum retroreflectance vaues are maintained.

NOTE: The ALDOT is responsible for retroreflectivity testing.

During the 6 month evaluation period, ensure that the paint pavement marking material shows no signs of failure due to discoloration resulting in color loss in the yellow lines or brightness of the white lines or loss of retroreflectivity. In the event failures mentioned above occur, ensure that corrective work is completed by the CONTRACTOR at no additional cost to ALDOT.

E. **Performance Requirements for Thermoplastic Striping**

For a minimum of 30 days from the time of placement, ensure the thermoplastic pavement marking material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to ALDOT.

Obtain pavement marking retroreflectivity values with a 30 meter geometry retroreflectometer.

Initial Retroreflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in place markings meet the following minimum reflectance values:

Material Type/ Condition	Color/ Reflectance Value	Color/ Reflectance Value
2AW Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2
2AW Wet (ASTM E 2177)	White 150 mcd/lux/ m^2	Yellow 125 mcd/lux/ m2
2 Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile: 3 times within the first 500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retroreflectivity 9 times as above.

2. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 200 mcd/lux/m^2. This minimum reflectance value applies to white and/or yellow messages, symbols, and/or transverse lines. The 30 day retroreflectivity reading shall be the only inspection performed for messages, symbols, and/or transverse lines.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols, etc.)

Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation

Material Type/	Color/	Color/

Condition	Reflectance Value	Reflectance Value
2AW Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2
2AW Wet (ASTM E 2177)	White 150 mcd/lux/ m^2	Yellow 125 mcd/lux/ m2
2 Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2

Retest the in place markings 180 days after installation to ensure these minimum retroreflectance values are maintained.

NOTE: The ALDOT is responsible for retroreflectivity testing.

During the 6 month evaluation period, ensure that the paint pavement marking material shows no signs of failure due to discoloration resulting in color loss in the yellow lines or brightness of the white lines or loss of retroreflectivity. In the event failures mentioned above occur, ensure that corrective work is completed by the CONTRACTOR at no additional cost to ALDOT.

F. **Performance Requirements for Class W Material**

For a minimum of 30 days from the time of placement, ensure the Class W material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to ALDOT.

Obtain pavement marking retroreflectivity values with a 30 meter geometry retroreflectometer.

Initial Retroreflectivity

3. Longitudinal Lines

Within 30 days of installation, ensure the in place markings meet the following minimum reflectance values:

Material Type/ Condition	Color/ Reflectance Value	Color/ Reflectance Value
WAW Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2
WAW	White	Yellow

Wet (ASTM E 2177)	150 mcd/lux/ m^2	125 mcd/lux/ m2
W Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile: 3 times within the first 500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retroreflectivity 9 times as above.

4. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 200 mcd/lux/m^2. This minimum reflectance value applies to white and/or yellow messages, symbols, and/or transverse lines. The 30 day retroreflectivity reading shall be the only inspection performed for messages, symbols, and/or transverse lines.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols, etc.)

Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation

Material Type/ Condition	**Color/ Reflectance Value**	**Color/ Reflectance Value**
WAW Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2
WAW Wet (ASTM E 2177)	White 150 mcd/lux/ m^2	Yellow 125 mcd/lux/ m2
W Dry (ASTM E 1710)	White 450 mcd/lux/ m^2	Yellow 300 mcd/lux/ m2

Retest the in place markings 180 days after installation to ensure these minimum retroreflectance values are maintained.

NOTE: The ALDOT is responsible for retroreflectivity testing.

During the 6 month evaluation period, ensure that the paint pavement marking material shows no signs of failure due to discoloration resulting in color loss in the yellow lines or brightness of the white lines or loss of retroreflectivity. In the event failures mentioned above occur, ensure that corrective work is completed by the CONTRACTOR at no additional cost to ALDOT.

Section 4 Performance Standards & Acceptance Criteria for Measurement Zone

A. Pavement Marking Performance Criteria

All pavement striping on the roadway including ramps shall be reflective and meet the reflectivity performance standards in Section 3 of this document.

B. Raised Pavement Marker Performance Criteria

The performance of raised pavement markers shall include road presence and visual retroreflectivity. The raised pavement markers shall be visible at night at a distance of 320 ft when viewed from a passenger vehicle using low beam headlight illumination. The road presence shall be a minimum of 95% using the road presence formula in a measurement zone as defined in Section 4C. This inspection shall take place within 30 days of installation. Deficiencies shall be addresses as outlined in Section 4D.

Road presence is calculated in the following manner:

1. Establish the total number of markers required by ALDOT Standard Specification and Drawings in the measurement zone (T)
2. Count the markers in place (R)
3. Calculate presence percent (%)

Road Presence (%) = R/T*100

C. Definition

A measurement zone is defined as one-mile segment of pavement striping within the project scope. In each measurement zone, the measurements of each longitudinal line (broken, solid, dotted, etc.) shall be made in the direction of traffic flow, except on the centerline of two-lane roads where the required number of measurements will be made in each direction. The measurements shall exclude all symbols, legends, and transverse lines.

Performance of traffic striping within a measurement zone is defined as the average of a minimum of 10 readings (1/10th mile intervals) collected by a mobile reflectometer per line measured in a one-mile segment. Measurements will be performed according to the requirements of ASTM E 1710-05.

D. Notice of Deficiencies

Upon notification of a deficiency the CONTRACTOR shall correct the deficiency by reapplication of new markings in accordance with ALDOT specifications. When the Department determines that it is necessary to remove a deficiency, the CONTRACTOR shall use a method that will minimize damage of the pavement and which will eliminate the striping or marking visually for both day and nighttime conditions. Deficiencies shall be corrected according to Section 4E – Department Notification for Correcting Deficiencies, below, using the original type material, unless an equal or more appropriate material under the circumstances (i.e. pending

resurfacing contracts) is submitted to and approved by the Department. If the CONTRACTOR fails to correct the deficiencies as specified, the Department has the authority to have the deficiencies corrected by any other lawful means, including requiring the surety to correct the deficiencies. The CONTRACTOR shall be responsible for the cost of such corrective work. All work and materials required for correction of deficiencies shall be inclusive in the fixed contract price.

E. Department Notification for Correcting Deficiencies

The Engineer will notify the CONTRACTOR if a deficiency occurs. The CONTRACTOR shall submit a plan for the performance of the work to the Maintenance Engineer within 14 calendar days before the work will begin. Work shall not begin until the Engineer informs the CONTRACTOR in writing that the plan for the work required is complete. Work shall commence not more than 30 days after approval of the work plan by ALDOT.

Section 5 Work Order Release Process

ALDOT representative shall verify that the work quantity in the proposed annual work order will address all deficient markings and markers. Once the work order is approved or agreed upon, the CONTRACTOR shall initiate the maintenance activities within 14 days from the date of approval. In the event work cannot start within the 14 day timeframe, due to unforeseen circumstances, it is the responsibility of the CONTRACTOR to submit an explanation and request for an extension stating an anticipated start date. This letter shall be submitted to the Engineer in charge for review and approval.

In the event a work order consists of multiple locations which are not continuous, the increment between each location shall be no more than 10 miles. If this is the case the CONTRACTOR will be able to charge for additional mobilization or additional work orders will need to be set up.

Selection of CONTRACTOR and execution of purchase order is at the sole discretion of ALDOT.

Section 6 Terms

Payments will be made to the CONTRACTOR after acceptance of the CONTRACTOR's completed work by the Department and after receipt of undisputed invoice to the Department. The price quoted and listed shall be firm throughout the term of this Contract. Cost may be prorated for services added or removed under this agreement to align cost/service with remaining term of contract. It is understood that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud, that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

CONTRACTOR shall submit invoices to the Department for the Services completed in accordance with this Agreement. All invoices are due within thirty days after invoice date. Payment will be based upon the quantities measured by the department.

If the Department disputes any portion of a CONTRACTORs invoice, then the Department will: (a) pay any amount not in dispute by the due date; and (b) within five business days after receipt of that invoice, inform CONTRACTOR in writing of the disputed amount and the specific reason(s) for withholding payment. On CONTRACTOR's receipt of this, the Parties will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. The

Department agrees to pay any disputed amounts within five days after the issues have been resolved.

This contract will be established for a 12 month period with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. Then second, third, fourth, or 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.

Section 7 Limitation of Operations

A. Schedule all work to ensure the least inconvenience and the utmost in safety to the traveling public, the CONTRACTOR's, and the Department's forces.

B. Perform the Work during daylight hours if allowed in the approved Traffic Control Plan.

C. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

D. Suspend operations if weather conditions are such that maintenance operations cannot be carried out in an effective manner.

E. If such suspension occurs, notify the Engineer immediately and re-schedule that day's uncompleted tasks for another day during that same week.

F. The Department reserves the right to restrict operations when, in the opinion of the Engineer, the continuance of the Work could seriously hinder facility operations or jeopardize safety.

Section 8 Traffic Control

A. Traffic Control Plan Submittal and Review

The CONTRACTOR shall submit the proposed traffic control plan, to the ALDOT personnel overseeing the work for approval, two (2) days prior to the CONTRACTOR beginning work. The Traffic Control Plan shall have a summary of quantities page attached to the proposed Traffic Control Plan.

B. Uniformed Police Officer

If it is deemed necessary by ALDOT personnel to have uniformed police officers on a project site, the CONTRACTOR shall meet the requirements of Section 745 in Alabama Standard Specifications for Highway Construction 2018 Edition or latest.

C. Traffic Control Pay Item(s)

Traffic Control Devices contract line items shall be paid per each per location per day.

Section 9 Traffic Control and Safety

Maintain traffic during work activities and provide, install, and maintain all traffic control devices in accordance with the ALDOT Standard and Special Drawing Book, ALDOT Standard Specifications for Highway Construction 2018 Edition, or latest, and the current adopted edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. During periods of inactivity remove signs for temporary operations. Always leave the project in a manner that will be safe to the traveling public and which will not impede motorists.
Comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation. Provide all safeguards, safety devices, and protective equipment. Take any other needed actions, that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work.

Parking trucks, vehicles, and other large equipment on grassed areas, under the drip line of existing trees, or in handicapped parking spaces, is prohibited.

Section 10 Quality Acceptance

The Engineer will administer the terms and conditions of these pavement marking services per the requirements contained herein in addition to the terms and conditions of the awarded contract. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the Work; all questions which may arise as to the interpretation of the Contract; and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR. The Engineer's decision shall be final, and the Engineer shall have executive authority to enforce and make effective such decisions and orders as the CONTRACTOR fail to carry out promptly. For the purpose of inspection and control, the Department will monitor the CONTRACTOR's progress and performance.

Rejected work and/or materials shall be immediately removed or corrected within twenty-four (24) hours of notification or as directed by the Engineer.

Non-refundable Deductions may be assessed for specification non-compliance and remain in effect until brought into compliance.

Section 11 Traffic Stripe, Marking, Legend, and Raised Pavement Marker Identification Information

The following traffic stripe, marking, legend, and raised pavement marker attributes shall be submitted to the Engineer upon completion of the traffic stripe, marking, legend, and/or raised pavement marker installation in a format that is compatible with the ALDOT traffic stripe, marking, legend, and raised pavement marker inventory system.

a) Work Order Identification
b) Material Type
c) Stripe color and type (Solid, Broken, Dotted, etc.…) if applicable

d) Raised Pavement Marker color and type (if applicable)
e) Traffic Marking color and type
f) Traffic Legend color and type
g) Dimensions
h) Date of Installation
i) Digital Photograph
a9) Date field for future inspection
aa) Name of Inspector
ab) Comments

Section 12 Submittal of Certification of Traffic Stripe, Marking, Legend, and Raised Pavement Marker Installation Location

Upon receipt and acceptance of an individual work order, the CONTRACTOR shall notify the Engineer of their schedule and plan to complete the work. Upon receipt of such plan, the Department will then stake field locations of all traffic stripe, marking, legend, and/or raised pavement marker within _14_ calendar days.

The installation of the traffic stripe, marking, legend, and/or raised pavement marker shall be certified as meeting the requirements for retroreflectivity, color, and the tolerances for placement (offset from edge of road, horizontal placement along stationing). The certification of installation shall be submitted by the CONTRACTOR and shall include the documentation of the actual field locations made by the CONTRACTOR per the requirements in Section 11 of this document.

The Engineer will perform spot checks of the placement of traffic stripe, marking, legend, and/or raised pavement marker. The CONTRACTOR shall address all insufficiencies found by the Engineer. Recertification of the installation of the traffic pavement marking/legend/RPM shall be done by the ALDOT after the correction of insufficiencies.

Section 13 Payment, Terms and Conditions

Traffic Stripe, Marking, Legend, and/or Raised Pavement Marker: Established on a per mile or square foot or foot (whichever is applicable) unit basis. Per mile or square foot or foot (whichever is applicable) price shall include the cost of all labor, equipment, and material for the installation of traffic stripe, marking, legend, and/or raised pavement marker. Per mile or square foot or foot (whichever is applicable) price shall also include delivery to jobsite, removal (if required), installation, inspection, clean-up, and redressing of right-of-way as needed. Per mile or square foot or foot (whichever is applicable) price shall also include the certification, database and reporting of completed work, durability, and in-service performance as specified herein.

Unless otherwise noted in this specification, referenced specifications drawing or special provisions, all work must satisfy Section 701, 703, 856, and 857 of the ALDOT Standard Specifications for Construction 2018 edition, or latest, and all other applicable ALDOT Standard and Special Drawings (latest edition).

The accepted square feet of Traffic Control Markings or Legends will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the cleaning of the pavement, furnishing and applying the markings or legends, and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

The accepted square feet of Traffic Control Markings or Legends Removed will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes traffic control for removal, all necessary materials, equipment, tools, labor and incidentals necessary to complete the work.

Pricing of all traffic control pavement striping is based on a line width of five (5) inches. Payment will be based on a proportional adjustment for actual width of installed lines. For example, a 4-inch line will be paid at a rate of 4/5 times the bid price. Raised pavement marker shall be price by each.

The minimum purchase order amount will be $25,000.00 for routine maintenance activities. In the event of an unforeseen incident, a purchase order could be set up for less than $25,000.00 due to the time sensitive nature of the need of repair/ maintenance. If multiple visits to the project site are required the CONTRACTOR shall be allowed to charge mobilization for each return visit to the project site.

The CONTRACTOR shall have 90 days from receipt of notice to proceed (date printed on approved purchase order) to complete the work requested on the purchase order and associated documents. It is the responsibility of the COTRACTOR to notify ALDOT, within five business days after receipt of notice to proceed, if additional information is needed to complete the work requested on the purchase order. In the event work cannot be completed within the 90 day timeframe, due to unforeseen circumstances, it is the responsibility of the CONTRACTOR to submit an explanation and request for an extension stating the number of additional days that will be required to complete the work. This letter shall be submitted to the Engineer in charge for review and approval. Failure to complete the work within the 90 day timeframe could result in termination of the purchase order if an extension is not submitted and approved by the Engineer.

EXHIBIT B

SCOPE OF WORK

Install the pay items listed below as required in the project plans:

Notice to Proceed will not be issued until all necessary approvals have been obtained by the City.

Scope of Work

Line Number	Approx. Quantity	Item with Unit Price Written in Words	Unit Price	Amount
1	1	Mobilization Per Each	$ 3150.00	$ 3150.00
2	25	Traffic Control Single Lane Closure Per Each	$ 2625.00	$ 65,625.00
44	1.0	Removal STD/AW Thermo 5” Solid Line Per Mile	$ 1365.00	$ 1365.00
45	1.0	Removal STD/AW Thermo 5” Broken Line Per Mile	$ 1470.00	$ 1470.00
48	500	Removal STD/AW Thermo Handwork Per Square Foot	$ 4.20	$ 2100.00
99	67.1	AW Thermo 5” Solid White Per Mile	$ 5040.00	$ 338,184.00
100	17.1	AW Thermo 5” Broken White Per Mile	$ 2100.00	$ 35,910.00

101	7695	AW Thermo 5” Dotted White 2’ 4’ Per Foot	$ 5.25	$ 40,398.75
103	53.6	AW Thermo 5” Solid Yellow Per Mile	$ 5040.00	$ 270,144.00
104	27.8	AW Thermo 5” Broken Yellow Per Mile	$ 2100.00	$ 58,380.00
105	200	AW Thermo 5” Dotted Yellow 2’ 4’ Per Foot	$ 5.25	$ 1050.00
42	52082	STD Thermo Handwork Per Square Foot	$ 5.25	$ 273,430.50
43	2801	STD Thermo Legend Per Square Foot	$ 5.25	$ 14,705.25

List of Roadways

Road name	Limits
Mobile St	Dauphin St to Spring Hill Ave
Mobile Street	University Hospital Dr to City Limits
Wolf Ridge Rd	Moffett Rd to City Limits
Lafayette St	Spring Hill Ave to M.L.K. Ave
Virginia St	I-10 to Houston St
Perimeter St	Broad St to Military Rd
Broad St	Baltimore St to Michigan Ave
Broad St	Canal St to Baltimore St
Baker St	Broad St to Lawrence St
Gill Rd	DIP to Riverside Dr W
Riverside Dr. W	Gill Rd to Clubhouse Rd
Riverside Dr.	Gill Rd to Clubhouse Rd
Halls Mill Rd	Rangeline Rd to Hwy 90
Cottage Hill Rd	Montlimar to Bel Air Blvd
Kooiman Rd	Hwy 90 to Todd Acres Dr
Plantation Rd	Hwy 90 to city limits
Three Notch Rd	Hwy 90 to Bush Ln
Hamilton Blvd	Hwy 90 to Rangeline Rd
Rabbit Creek Dr	Rangeline Rd to Gulf Creek Cir
Pinehill St	Government St to Airport Blvd
Old Shell Rd	University to Schillinger
Bel Air Blvd	Cottage Hill Rd to Airport Blvd

Michael Blvd	Azalea Rd to Pleasant Valley Rd
Foreman Rd	Airport Blvd to Old Shell Rd
Cottage Hill Rd	Cody Rd to Knollwood Rd
Beauregard St	Water St to State Docks
Bear Fork Rd	Moffett Rd to City Limits
Zeigler Blvd	Schillinger Rd to West City Limits
Williams St	Government St to Airport Blvd
Dauphin Island Pkwy	Government St to Airport Blvd
McGregor	Roundabout to Spring Hill Ave

EXHIBIT C

CERTIFICATIONS AND AFFIDAVITS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/01/2021

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

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

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3550 Lenox Road NE
Suite 1700
Atlanta GA 30326 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
TRP Construction Group, LLC.
TRP Infrastructure Services, LLC
2411 Minnis Drive
Fort Worth TX 76117 USA

COVERAGES **CERTIFICATE NUMBER:** 570090463498 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			GLO712196501	02/12/2021	02/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP712196801	02/12/2021	02/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION			AUC716193901 SIR applies per policy terms & conditions	02/12/2021	02/12/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC712196701	02/12/2021	02/12/2022	X PER STATUTE / OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Please see attached additional remarks page.

CERTIFICATE HOLDER

Grizzle Grading and Excavating
Attn: Admin. Office 289 Dawsonville Hwy.
Dahlonega GA 30533 USA

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

Aon Risk Services South Inc.

Holder Identifier :

Certificate No : 570090463498

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AGENCY CUSTOMER ID: 570000089372

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services South, Inc.	TRP Construction Group, LLC.
POLICY NUMBER: See Certificate Number: 570090463498	
CARRIER: See Certificate Number: 570090463498 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Remarks

Applies only if applicable coverage is evidenced on Acord 25- CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Umbrella/Excess policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella/Excess policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella/Excess, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman C.J. Small

Purpose and Scope of Project:

To accept change order# 2 with James H. Adams & Son Construction Company Inc., increasing the original contract by $38,666.14.

Amount of Contract:

$2,859,540.14 (with increase)

Funding Source

Project # C0323 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**3282

Budget Amendment **REDUCE** **INCREASE** $38,666.14

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	10/3/2022
revised_justification letter	Cover Memo	10/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/4/2022 - 10:43 AM
Capital	Rhodes, Brenda	Approved	10/4/2022 - 11:32 AM
Legal	Kern, Chris	Approved	10/5/2022 - 5:21 PM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:08 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 9/29/2022

CHANGE ORDER: ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: James H. Adams Sons Construction Company Inc.

DISTRICT#: Select Item. #3

DEPT. PROJECT#: 2011-202-10(B1)

REQUEST: Please Add Select option. $ 38,666.14 from Capital Project#/Title:

C0323 Ann Street Rehabilitation

to contract# 3282

Total amount of Change Order: $ 38,666.14

Current contract amount: $ 2,820,874.00

Revised contract amount: $ 2,859,540.14

Comments: Needs Additional Services

B White
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman C J Small

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, Change Order No. 2 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company: James H. Adams & Son Construction Company Inc.

Project Name: Ann Street Rehabilitation Project No. 2011-202-10(B1)
Change Order No. 2

Estimated Cost: $38,666.14 (Add)

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 2 DATE 9/21/2022

PROJECT NAME AND NUMBER Ann Street Rehabilitation, Project No. 2011-205-10(B1)

AT Tennessee Street to Virginia Street

TO James H. Adams & Son Construction Company, Inc.
535 N Craft Highway
Chickasaw, AL 36611

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated June 8, 2021.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

- remove large 60" oak tree and grind stump
- remove and replace industrial chain link fence with gates
- clean & video existing 60" pipe
- plug and flowable backfill existing 24" pipe
- remove existing gas line

Estimated Over Run (Attachment "A")	$	00.00
Estimated Under Run (Attachment "B")	$	-62,895.00
Additional Items (Attachment "C")	$	101,561.14
Original Contract Price	$	2,820,874.00
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	2,820,874.00
THIS CHANGE ORDER NUMBER 2 (ADD)	$	38,666.14
Revised Contract Price this Date	$	2,859,540.14

Extension of time resulting from this change order 100 Calendar Days

BY:

Mayor

ATTEST:

City Clerk

City Engineer

ACCEPTED BY:

Owner/President

ATTEST:

Witness/Secretary

9-29-2022

Date

ATTACHMENT "B"
CHANGE ORDER NO. 2
ITEM UNDER RUNS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE		UNDERRUNS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
206-D1	Remove Pipe	LF	1,300	$8.00	$10,400.00	200.00	$1,600.00	1,100.00	$8,800.00
214-B2	Foundation Backfill, Local	CY	510	$15.00	$7,650.00	0.00	$0.00	510.00	$7,650.00
230-A	Roadbed Processing	STA	13	$350.00	$4,550.00	0.00	$0.00	13.00	$4,550.00
524-A	Culvert Concrete (Cast In Place)	CY	1272	$725.00	$922,200.00	1247.80	$904,655.00	24.20	$17,545.00
533-x	10" a-2000 pvc OR Approved Equal	LF	80	$25.00	$2,000.00	20.00	$500.00	60.00	$1,500.00
606-A	6" Underdrain, Type 8	LF	1,400	$8.00	$11,200.00	0.00	$0.00	1,400.00	$11,200.00
610-D	Filter Blanket, Geotextile	SY	1,000	$3.00	$3,000.00	250.00	$750.00	750.00	$2,250.00
665-E	Polyethylene	SY	5000	$2.00	$10,000.00	1500.00	$3,000.00	3,500.00	$7,000.00
665-J	Silt Fence	LF	1800	$4.00	$ 7,200.00	1200.00	$4,800.00	600.00	$2,400.00
	TOTALS				**$978,200.00**		**$915,305.00**		**$62,895.00**

TOTAL UNDER RUNS FOR CHANGE ORDER No. 2 = $62,895.00

ENGINEER: _____

CONTRACTOR: _____

ATTACHMENT "C"
CHANGE ORDER NO. 2
ADDITIONAL ITEMS

OWNER: CITY OF MOBILE, ALABAMA

James H. Adams & Son Construction Co.
Post Office Box 11306
Chickasaw, AL 36671

TITLE: Ann Street Rehabilitation
Project No. 2011-202-10(B1)

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE			ADDITIONAL ITEMS	
			QTY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT
206-E	Removing Tree and Stump (60" Oak)	LS	0	$0.00	$0.00	0	$12,500.00	$0.00	1	$12,500.00
206-F	Removing Existing Gas Line	LS	0	$0.00	$0.00	0	$7,500.00	$0.00	1	$7,500.00
260-A	Cement Mortar Flowable Backfill & Plugs (existing 24" RCP)	LS	0	$0.00	$0.00	0	$57,500.00	$0.00	1	$57,500.00
530-F	SIS Clean Pipe & Video (existing 60" RCP)	LS	0	$0.00	$0.00	0	$4,622.14	$0.00	1	$4,622.14
637-A	Removing and Replacing Industrial Fence with Gates	LS	0	$0.00	$0.00	0	$19,439.00	$0.00	1	$19,439.00
	TOTALS							$0.00		$101,561.14

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 2 = $101,561.14

ENGINEER: _____

CONTRACTOR: _____

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Ann Street Rehabilitation (Tennessee St. to Virginia St.)

PROJECT NUMBER: 2011-205-10(B1)

The attached change order number 2 to contract with James H. Adams & Son Construction Company, Inc.

dated June 8, 2021 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

McCrory Williams
INCORPORATED
Engineers Surveyors

September 26, 2022

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Olivero, P.E.

RE: Project No. 2011-202-10(B1)
Ann Street Rehabilitation

Dear Tammy,

We are submitting the Change Order #2 for the above referenced project. The Change Order addresses three issues that came up on the project and need additional work.

206-E Removing Tree and Stump (60" Oak)
637-A Removing and Replacing Industrial Fence with Gates

1. Due to the unforeseen condition surrounding a large 60" oak tree that needs to be removed so as to not create an unsafe condition by the new culvert excavation weakening the root system and the strength of the tree. We are asking the City to consider an amendment to the contract to add the tree removal item and the Mobile Pulley Works industrial fence reset associated with it. The tree removal work will include grinding the stump.

260-A Cement Mortar Flowable Backfill & Plugs (existing 24" RCP)
530-F SIS Clean Pipe & Video (existing 60" RCP)

2. An existing 24" RCP lies beneath an old existing waterline that is to be retained. The 24" cannot be removed and needs a flowable backfill and abandonment. The 24" RCP is tied to an existing 60" RCP. The location of the connection points needed to be determined by pipe video, so pipe plugs could be put in place before the flowable backfill.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

206-F Removing Existing Gas Line

3. An unknown abandoned gas line had been left in the road prism and within the undercut limits by Mobile Gas some years ago. It needs to be removed with the undercut.

Time Extension Request

A request for contract time extension was received from James H. Adams & Son Construction co., Inc. The request is based on and in accordance with ALDOT Standard Specifications, Section 108 and Section 101 as it relates to recovery time and timely delivery of materials.

They have requested an extra 130 calendar days by the enclosed letter and a xerox copy of a breakdown of days unable to work for either material delays or storm water in the work cut. From the xerox copy McW tallied 95 workdays lost. We have also taken into consideration the contractor's inability to get concrete delivered from the supplier on Saturdays.

We feel the request is reasonable, fair and justified. We recommend approval of the contract time extension of **100 calendar days**.

We recommend approval of the Change Order 2 because it is in the best interest of the City of Mobile and the safety of the traveling public. The unit prices seem fair and reasonable in today's market. If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

M5710-2180\22LTR.0921

McCrory Williams
INCORPORATED
Engineers Surveyors

October 5, 2022

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Olivero, P.E.

RE: Project No. 2011-202-10(B1)
Ann Street Rehabilitation

Dear Tammy,

We are submitting the Change Order #2 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address three issues that came up on the project and need additional work items that were not in the original contract agreement. The change order covers the following items:

206-E Removing Tree and Stump (60" Oak)
637-A Removing and Replacing Industrial Fence with Gates

Due to the unforeseen condition surrounding a large 60" oak tree that needs to be removed so as to not create an unsafe condition by the new culvert excavation weakening the root system and the strength of the tree. We are asking the City to consider an amendment to the contract to add the tree removal item and the Mobile Pulley Works industrial fence reset associated with it. The tree removal work includes grinding the stump.

260-A Cement Mortar Flowable Backfill & Plugs (existing 24" RCP)
530-F SIS Clean Pipe & Video (existing 60" RCP)

An existing 24" RCP lies beneath an old existing waterline that is to be retained. The 24" cannot be removed and needs a flowable backfill and abandonment. The 24" RCP is tied to an existing 60" RCP. The location of the connection points needed to be determined by pipe video, so pipe plugs could be put in place before the flowable backfill.

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

McCrory Williams
INCORPORATED

206-F Removing Existing Gas Line

An unknown abandoned gas line had been left in the roadway prism and within the undercut limits by Mobile Gas some years ago. It needs to be removed with the undercut.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

We recommend approval of the Change Order 2 because it is in the best interest of the City of Mobile and the safety of the traveling public. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market.

Time Extension Request

A request for contract time extension was received from James H. Adams & Son Construction co., Inc. The request is based on and in accordance with ALDOT Standard Specifications, Section 108 and Section 101 as it relates to recovery time and timely delivery of materials.

They have requested an extra 130 calendar days by the enclosed letter and a xerox copy of a breakdown of days unable to work for either material delays or storm water in the work cut. From the xerox copy McW tallied 95 workdays lost. We have also taken into consideration the contractor's inability to get concrete delivered from the supplier on Saturdays.

We feel the time request is reasonable, fair and justified. We recommend approval of the contract time extension of **100 calendar days**.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.

Sean Estes, P.E.

M5710-2180\22LTR.1005

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To install new MUSCO Luminaires and Control Equipment at Michael Figures Park

Amount of Contract:

$50,500.00

Funding Source

Project # Michael Figures Park - Combo Athletic Field Lighting PR-038-22

Discretionary Funds

Project String C0542 CIP PK-Figures Combo Field-Pres Box (20002000-48010)

Contract Number:4065

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-038-22 Michael Figures Park - Combo Athletic Field Lighting	Cover Memo	10/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	10/3/2022 - 12:40 PM
Capital	Rhodes, Brenda	Approved	10/3/2022 - 4:29 PM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:08 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	BILL SMITH ELECTRIC, INC.
Project Name:	MICHAEL FIGURES PARK – COMBO ATHLETIC FIELD LIGHTING
Project Number:	PR-038-22
Amount:	$50,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0542 – CIP PK-FIGURES COMBO FIELD-PRES BOX

CAPITAL PROJECT #: C0542 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-038-22

CONTRACT AMOUNT: $50,500.00

PROJECT DESCRIPTION: TO INSTALL NEW MUSCO LUMINAIRES AND CONTROL EQUIPMENT AT MICHAEL FIGURES PARK (1868 ALLISON STREET).

VENDOR NAME: BILL SMITH ELECTRIC, INC.

VENDOR NUMBER: 286307

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:** 9/15/2022

AIA® Document A101® – 2017

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

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

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

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

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

Bill Smith Electric, Inc.
1095 Hidden Terrace Drive
Cantonment, Florida 32533

City of Mobile Business License Number: 099050
Secretary of State Registration Number: 000-928-186

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

Michael Figures Park - Combo Athletic Field Lighting
1868 Allison Street
Mobile, Alabama 36617
PR-038-22

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

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

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

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

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

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty Thousand, Five Hundred and 00/100 Dollars ($50,500.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$45,500.00
Contingency Allowance:	$ 5,000.00
Total Contract Sum:	$50,500.00

§ 4.2 Alternates

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

Item	Price
NA	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

Contingency Allowance: Five Thousand and 00/100 Dollars ($5,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

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

Item	Units and Limitations	Price per Unit ($0.00)
NA		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

.1 The aggregate of any amounts previously paid by the Owner;

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

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

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

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

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

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

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

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the

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contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Bill Smith Electric, Inc. has completed the contract for **PR-038-22, Michael Figures Park - Combo Athletic Field Lighting, 1868 Allison Street, Mobile, Alabama 36617**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

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ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. Jake Smith
Bill Smith Electric, Inc.
1095 Hidden Terrace Drive
Cantonment, Florida 32533

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

§ 8.5 Insurance and Bonds

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

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

Workers' Compensation/Employer's Liability:
Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:
Contractor shall also obtain Commercial General Liability coverage with the following minimums:
- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate

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- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

Automobile Liability:
Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

Commercial Umbrella Liability:
Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $3,000,000 per line of coverage.

Certificates of Insurance
Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Additional Insureds
These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

Insurance Requirements for Sub-subcontractors
Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

Cancellation
Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

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Waiver of Subrogation
Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.
Optional Insurance Requirements Based on Project

Inland Marine Builder's Risk Insurance:
Contractor shall maintain Inland Marine Builder's Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of City of Mobile, Subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project. Coverage shall be written on a Replacement Cost and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering Subcontractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage shall not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

This Builders Risk insurance covering the work will have a deductible of no more than $5,000 for each occurrence unless the loss is caused by a Named Storm; then the deductible shall be a maximum of 3% of insured value. Higher deductibles for Named Storm or a Wind/Hail Deductible may be accepted by City of Mobile upon written request by the Contractor and written acceptance by City of Mobile. All deductibles will remain the responsibility of the Contractor.

Installation Floater:
Contractor shall obtain an Installation Floater to cover that portion of the work to be installed, altered, or repaired by Contractor. The Installation Floater policy must include "coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit." Coverage must also include property of others in the Contractor's care, custody, or control. In addition to Contractor, the Owner shall be named as additional insured on the policy with coverage extending through the final completion date.

Professional Errors and Omissions:
If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability:
Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail)

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reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

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

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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User Notes: (1347315289)

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
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.

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T1.1	Electrical Overall Site Map	7.11.2022
E1.1	Electrical Specifications	7.11.2022
E2.1	Existing Field Lighting Plan	7.11.2022
E2.2	New Work Field Lighting Plan	7.11.2022

.4 Specifications

Section	Title	Date
Section 0100	Summary of the Work	8.10.2022

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Section 01210	Allowances	8.10.2022
Section 01700	Execution Requirements	8.10.2022
Section 01710	Closeout Procedures	8.10.2022
Section 017823	Operations and Maintenance Manuals	8.10.2022
Section 017839	Project Record Documents	8.10.2022

.5 Addenda, if any:

Number	Date
Addendum #1	July, 28, 2022

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

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-

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User Notes:

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control 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 Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

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

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User Notes: (1347315289)

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Bill Smith Electric, Inc.

CONTRACTOR *(By Signature)*

Jake Smith, Company Officer
(Printed name and title)

ATTEST:

City Clerk

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me, the undersigned a Notary Public in and for said County and State, personally appeared JAKE SMITH as PRESIDENT of BILL SMITH ELECTRIC 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 13th day of SEPTEMBER, 2022.

NOTARY PUBLIC
My Commission Expires: JUNE 03, 2026

BRYAN F. HARPER
Notary Public-State of Florida
Commission # HH 226376
My Commission Expires
June 03, 2026

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User Notes:

Exhibit A

Michael Figures Park
Combo Athletic Field Lighting
1868 Allison Street
Mobile, Alabama 36617
PR-038-22

SCOPE OF WORK:

- Contractor shall remove and dispose all existing luminaires and control equipment from the premises.
- Contractor shall take possession of ordered material
- Contractor shall be responsible for storage and security of ordered material
- Contractor shall install new MUSCO Luminaires and Control Equipment as per designed and specified drawings.

Exhibit A

Michael Figures Park
Combo Athletic Field Lighting
1868 Allison Street
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PR-038-22

SCOPE OF WORK:

- Contractor shall remove and dispose all existing luminaires and control equipment from the premises.
- Contractor shall take possession of ordered material
- Contractor shall be responsible for storage and security of ordered material
- Contractor shall install new MUSCO Luminaires and Control Equipment as per designed and specified drawings.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc., hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Fifty Thousand, Five Hundred and 00/100 Dollars ($50,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Michael Figures Park Combo Athletic Field Lighting (PR-038-22), 1868 Allison Street, Mobile, Alabama 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: JACOB W. SMITH, PRES.

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & Alabama Resident Agent

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact and AL Resident Agent
Company Name: McGriff Insurance Services, Inc.
Address: 2211 7th Avenue South, Birmingham, AL 35233
Phone and Fax: (205) 252-9871, (205) 581-9293

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

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have 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."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 12th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Bill Smith Electric, Inc., as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Fifty Thousand, Five Hundred and 00/100 ($50,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Michael Figures Park Combo Athletic Field Lighting (PR-038-22), 1868 Allison Street, Mobile, Alabama 36617 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL
Company: Bill Smith Electric, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
JACOB W. SMITH, PRES.

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact & Alabama Resident Agent

Resident Agent: _____
(Signature)

Name and Title: Mark W. Edwards, II, Attorney-in-Fact and AL Resident Agent
Company Name: McGriff Insurance Services, Inc.
Address: 2211 7th Avenue South, Birmingham, AL 35233

Phone and Fax: (205) 252-9871, (205) 581-9293

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

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Alisa B Ferris; Anna Childress; Jeffrey M Wilson; Mark W Edwards II; R E Daniels; Richard H Mitchell; Robert R Freel; Robert Read Davis; Shelby E Daniels; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have 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."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 12th day of May , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 12th day of May 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of ,

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-038-22 Current Date 07 / 18 / 22

Project Description Michael Figures Park- Combo Athletic Field Lighting

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

1. This project is a single trade (electrical) installation of ne LED Athletic Field Lighting
2. There will be no other contractors involved in the removal and installation of Athletic Lighting.
3. The MUSCO Lighting System has been purchased by the City of Mobile.

Requested By (Department Director)

(Signature) **(Title)** **(Date)**

Telephone Number **Email Address**

Archnique L. Kidd, Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Aug 4, 2022 14:40 CDT)

(Signature) Supplier Diversity Manager **(Title)** **(Date)**

Archnique Kidd

Approved By (CAO)

Alabama Secretary of State

Bill Smith Electric, Inc.	
Entity ID Number	000 - 928 - 186
Entity Type	Foreign Corporation
Principal Address	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Principal Mailing Address	PO BOX 1057 GONZALEZ, FL 32560
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1985
Qualify Date	09/01/2004
Registered Agent Name	PACIFIC REGISTERED AGENTS INC
Registered Office Street Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Registered Office Mailing Address	420 NORTH 20TH STREET STE 2200 BIRMINGHAM, AL 35203
Nature of Business	
Capital Authorized	
Capital Paid In	

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	2004 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Transactions

Transaction Date	12/07/2018
Principal Mailing Address Changed From	1095 HIDDEN TERRACE DR CANTONMENT, FL 32533
Transaction Date	12/07/2018
Principal Office Changed From	1707 CHEMSTRAND RD CANTONMENT, FL 32533
Transaction Date	02/08/2021
Agent Mailing Address Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116
Transaction Date	02/08/2021

Bill Smith Electric, Inc.	
Registered Agent Changed From	GEWIN, MURFEE EXECUTIVE MESSAGE CENTER 5770-D BELL RD MONTGOMERY, AL 36116

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	09/01/2004	Certificate of Formation	1 pg.
Document Date / Type / Pages	06/12/2018	Articles of Amendment	2 pgs.
Document Date / Type / Pages	12/07/2018	Articles of Amendment	2 pgs.
Document Date / Type / Pages	02/08/2021	Registered Agent Change	2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 1207295

Approved by:

Employer Bill Smith Electric, Inc.	
Name (Please Type or Print) Lisa M Rietz	Title
Signature Electronically Signed	Date 06/16/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/16/2017

E-Verify

Company ID Number: 1207295

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Bill Smith Electric, Inc.
Company Facility Address	1095 Hidden Terrace Dr Cantonment, FL 32533
Company Alternate Address	PO Box 1057 Gonzalez, FL 32560
County or Parish	ESCAMBIA
Employer Identification Number	592320406
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2022

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
Acentria Insurance - Pensacola
10427 Sorrento Rd, Ste 305
Pensacola FL 32507
License#: L100460
BILLSMI-02

CONTACT NAME: Anne Kraus
PHONE (A/C, No, Ext): 850-497-6510 **FAX (A/C, No):** 850-497-6515
E-MAIL ADDRESS: anne.kraus@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company of Illinois	27855
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee and Liability Insurance	26247
INSURER D : The Ohio Casualty Insurance Company	24074
INSURER E :	
INSURER F :	

INSURED
Bill Smith Electric, Inc
P.O. Box 1057
Gonzalez FL 32560

COVERAGES **CERTIFICATE NUMBER:** 528162549 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO 8725524-00	7/24/2022	7/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP8725523-00	7/24/2022	7/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SXS8725525-00	7/24/2022	7/24/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC865923500	7/24/2022	7/24/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine			BMO (23) 65016699	7/24/2022	7/24/2023	Scheduled Equipment Rented & Leased Equip Deductible	$96,963.00 $125,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Installation Floater Included in Policy Number CMI10007206000
Jobsite Limit $650,000
Temporary Storage Limit $250,000
Transit Limit $100,000
Deductible $2,500
Project Name: Michael Figures Park - Combo Athletic Field Lighting
Project Number: PR-038-22
City of Mobile is included as an additional insured in respect to General, Automobile, and Umbrella Liability, All policies except workers compensation, shall be
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

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
Charles H. Fyfield

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LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acentria Insurance - Pensacola	Bill Smith Electric, Inc P.O. Box 1057 Gonzalez FL 32560
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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, Auto, Umbrella Liability, and Workers Compensation. . Should any of the above-described policies be canceled, non-renewed or materially changed before the expiration date thereof. 30 days written notice (10 days for non-payment) will be mailed to the Certificate Holder.
Installation Floater.
Company - FCCI Insurance Company
Policy Term-7/24/22 - 7/24/2023 S650,000 any one location
S650.000 any disaster
$250,000 temporary location - includes coverage at ANY temporary location including on job site and off the site
$100,000 in transit
Special Perils; $2,500 deductible

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To perform Janitorial Services for three years at the GulfQuest Maritime Museum

Amount of Contract:

$47,721.00 per year ($143,163.00 3-year total)

Funding Source

Project # GulfQuest Maritime Museum - Janitorial Services (3 years) SC-041-22	**Discretionary Funds**
Project String 10044020-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-041-22 GulfQuest Maritime Museum - Janitorial Services (3 years)	Cover Memo	10/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Blaize, Gregg	Approved	10/6/2022 - 10:18 AM
Budget	Sapp, Celia	Approved	10/6/2022 - 9:55 AM
Legal	Kern, Chris	Approved	10/6/2022 - 11:08 AM

Legal	Kern, Chris	Approved	10/6/2022 - 11:09 AM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:08 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:	DIVERSIFIED MAINTENANCE – RWS LLC
Project Name:	GULFQUEST MARITIME MUSEUM – JANITORIAL SERVICES 3-YEAR SERVICE CONTRACT
Project Number:	SC-041-22
Amount:	$ 47,721.00 YEAR ONE $ 47,721.00 YEAR TWO $ 47,721.00 YEAR THREE $143,163.00 TOTAL CONTRACT AMOUNT

Adopted:

_____
City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

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 **Contractor**: Diversified Maintenance – RWS LLC
331 First Avenue North
Birmingham, AL 35204

City Business License No.: 107184

Secretary of State Registration No.: 000-306-759

For the following **Project**: Service Contract – Janitorial Services
GulfQuest Maritime Museum
155 South Water Street
Mobile, Alabama 36602

Project Number: SC-041-22

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, material, tools, equipment and supplies and perform all work required to provide janitorial services at various City of Mobile locations, 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 & 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 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 Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall

have the right to extend the Contract at the end of the initial year at the rates listed in Section 3.2, Year 3, Unit Prices, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term: $3,977 .00 per month x 12 months = $47,721 .00

Year 2 – 1st Additional Term: $3,977 .00 per month x 12 months = $47,721 .00

Year 3 – 2nd Additional Term: $3,977 .00 per month x 12 months = $47,721 .00

Total: $143,163 .00

Total Contract Amount: One Hundred Forty Three Thousand One Hundred
(Amount in Words)

Sixty- Three and 00/100 Dollars ($ 143,163 .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

3.2 Unit Prices:

	Year 1 / sq. ft.	Year2 / sq. ft.	Year3 / sq. ft.
Additional Floor Cleaning – Terrazzo Flooring Area	$ 0.15	$ 0.15	$ 0.15
Additional Vinyl/VCT Flooring Areas	$ 0.30	$ 0.30	$ 0.30
Additional Porcelain Tiles Areas	$ 0.15	$ 0.15	$ 0.15
Additional Ceramic Tiles Areas	$ 0.15	$ 0.15	$ 0.15
Additional Concrete Flooring (with Epoxy Coatings) Areas	$ 0.12	$ 0.12	$ 0.12
Additional Carpet Areas	$ 0.18	$ 0.18	$ 0.18
Optional Deep Cleaning of The Galley Kitchen and 3rd Floor Catering Kitchen	$ 3,500.00	$ 3,500.00	$ 3,500.00

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $18.13 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $26.28 per hour
C. Overtime Holidays (City Holidays): $30.22 per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent**.

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

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 monthly basis, for completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

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, 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 August 1, 2022	9 pages
2. Bid Form, dated September 13, 2022	5 pages
3. Specifications, dated August 1, 2022	
Section 01000 – Scope of Work and Addendums #1 and #2	19 pages
4. Exhibit A – Room Finish Schedule	2 pages
5. Exhibit B – Floor Plans	11 pages
6. This Instrument (Agreement)	8 pages
7. Certificates of Insurance with endorsements and E-Verify Documentation	

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. $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.

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 attorney's fees and expenses with City may incur with respect to City's enforcement of the Agreement; regardless of whether said attorney's fees and cost shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 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 limitations, 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 the 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 action 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 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. Professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor , in the performance of its operations and obligation 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 service 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 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 Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right of 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 of 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 Public Contracts with entities engaging in certain boycott activities: By signing this Contract, the Service 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.

8.11 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 of other tribunal making such a 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.

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

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
SERVICE CONTRACTOR:
Diversified Maintenance- RWS LLC

_____
By Signature

Larry McAlpin, Executive Vice President
Printed Name and Title

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Larry McAlpin **as** Exec VP **of** Diversified **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** _____.

Sworn to and subscribed for me this 22nd **day of** Sept **, 2022.**

Tonja M. Hamilton
NOTARY PUBLIC
My Commission Expires: 4/27/26

END OF SECTION

SECTION 01000 – SCOPE OF WORK
August 1, 2022

Scope of Work: The Work shall include providing ALL labor, materials, tools, equipment, and supplies necessary to clean the interior portion of the GulfQuest Maritime Museum in accordance with Contract requirements and the following:

General Requirements:

1. Coordinate all work days and times, facility access, and other conditions for cleaning with the Facility Manager, providing adequate advance notice.
2. Service Contractor shall furnish experienced personnel to perform the specified work and shall allow sufficient time to properly perform and complete all janitorial services during scheduled cleaning days and times.
3. Service Contractor shall properly supervise janitorial staff to ensure that all work is performed satisfactorily in accordance with Contract requirements.
4. Service Contractor employees shall be properly screened and trained in the tasks they will be performing prior to beginning work.
5. While on duty, Service Contractor's employees shall be neat in appearance and wear or have proper identification on their persons. Service Contractor employees shall be required to wear company uniforms with shirts tucked in, and non-slip, closed toe, black shoes.
6. Service Contractor's employees shall not use telephones, radios, televisions or other electronic devices while on duty.
7. Service Contractor's employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the facility manager) shall be turned off when cleaning is complete.
8. Service Contractor's employees shall use all means necessary to protect floors, walls, Exhibits, and furnishings from damage caused by Service Contractor equipment and cleaning materials.
9. If Service Contractor causes damages to any portion of the facility during the course of work, Service Contractor shall immediately notify the Facility Manager and shall have all repairs or replacements made at no cost to the Owner.
10. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the Facility Manager.
11. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions. Service Contractor must provide updated Material Safety Data Sheets (MSDS) for all chemicals and cleaning products used at the building.
12. In the event of discrepancies, immediately notify the Facility Manager. Do not proceed with cleaning until all discrepancies have been fully resolved.
13. All areas shall be cleaned during times and on days designated in the Contract.
14. Invoices will not be approved for payment if one or more areas are not adequately cleaned in accordance with Contract requirements. For areas not in compliance with Contract standards, the Service Contractor shall provide additional cleaning as required by Facility Manager.

15. Service Contractor's employees shall not disturb papers or other items on desks, tables, chairs, or other furniture. Papers or other items left on floor shall be placed on adjacent desks or tables before cleaning.
16. All surfaces designated for cleaning shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleanser.
17. Service Contractor will perform a daily walk about the exterior of the building to pick up trash from the parking lot, exterior of the building, and empty the exterior garbage cans.
18. All drinking fountains, toilet fixtures (including toilets, urinals, lavatories, and sinks), toilet accessories (including soap, paper towel, toilet paper, and napkin dispensers, handicap grab bars, changing stations and other), toilet partitions, cabinets and counters, service sinks, and other surfaces, fixtures etc. Shall be cleaned, sanitized and disinfected with the appropriate cleanser standardized in the industry.
19. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. with a clean damp cloth and cleanser standardized in the industry. No streaks or stains shall remain.
20. Clean all interior glass and mirrors with a glass cleaner standardized in the industry.
21. All non-carpeted flooring shall be mopped clean with clean water and the appropriate cleanser standardized in the industry for that type of flooring. Floors shall be polished to maintain protective coating. Floors shall be stripped, cleaned, refinished and machine polished semi-annually. Appropriate sealer shall be used on concrete floors.
22. Carpet shall be thoroughly vacuumed daily in all areas. All paper, visible dirt, stains, debris or other materials, shall be removed. Move and return all light furniture and vacuum up to, under and around heavier furniture.
23. Carpet shall be shampooed quarterly, or more frequently as needed. High power vacuum clean loose grit and soil and pre-treat carpet prior to shampooing. Carpet shall be shampooed using rotary discs and non-soiling shampoo to penetrate into fibers. Clean with absorption disc. Use shampoo that is compatible with carpet and as recommended by the shampoo manufacturer. Rinse and extract using high performance extraction equipment. Vacuum carpet the day after shampooing. Deodorize carpet with specified chemical agent to control odors.

Specific Requirements

1. Rooms/areas to be cleaned along with respective floor finishes are listed on the Room Finish Schedule (attached as Exhibit A). Note that the Floor Area figures listed in the schedule are approximate. Bidders shall verify all figures and floor finishes before submitting a quote.
2. Cleaning Days: Cleaning shall occur Monday through Saturday with daily, specific tasks as specified by Facility Manager.
3. Cleaning hours: All cleaning shall take place between the hours of 8 A.M. to 4 P.M.
4. All cleaning supplies to be furnished by Owner.
5. All cleaning materials, tools and equipment necessary to perform janitorial services shall be furnished by the Service Contractor.
6. Prior to beginning work, Service Contractor shall provide the Facility Manager with a list of all Service Contractor personnel assigned to the GulfQuest facility. Service Contractor shall provide an updated list when there are any changes in personnel assigned to this facility.

7. Cleaning of exhibits is specifically excluded from this contract. When working around or adjacent to exhibits, Service Contractor personnel shall use extreme caution to avoid damage

Cleaning Schedule

1. Daily:
    a. Restrooms – Clean lavatories, faucets and countertops; wipe down soap, paper towel, toilet paper, trash and napkin dispensers and trash receptacles; clean mirrors; flush, clean and sanitize toilets and urinals (including flush valves) and grab bars; wipe down toilet partitions and doors, spot clean ceramic tile walls as required; restock soap, paper towel and toilet paper dispensers; clean and sanitize drinking fountains.
    b. Breakrooms/School Lunch Room – Clean sinks, faucets, countertops and cabinets.
    c. Rotunda – clean interior surfaces (only) of all glass including all glass doors and sidelights and glass partition at Café.
    d. Pre-Show Exhibit Area – clean glass at east and west exhibit cases.
    e. Administrative Offices – Clean interior and exterior surfaces of glass door and partition at entry.
    f. Floors – Sweep/vacuum and mop all vinyl composition tile, ceramic tile, terrazzo, wood, and other hard surface flooring; thoroughly clean/sanitize and mop all spills or accidents; thoroughly vacuum all carpet.
    g. Glass – clean glass
    h. General - empty trash receptacles and transport to trash cans on exterior of building,

2. Monthly:
    a. Dust all horizontal surfaces, including furniture, shelves, picture frames, outlets, wood base and moldings, edges, etc.; remove dust and cobwebs from HVAC vents and diffusers; vacuum fabric furniture. Spot clean or shampoo carpet as needed with a low-moisture foam system; buff terrazzo flooring.

3. Quarterly:
    a. Vinyl Composition Tile - Top scrub and refinish with 2 coats of wax.

4. Semi-Annually:
    a. Vinyl Composition Tile - Strip and refinish with 4 coats of wax.
    b. Carpet - Spot clean or shampoo carpet as needed with a low-moisture foam system.

5. Annual:
    a. Terrazzo – Clean and restore to include stripping and applying four coats of finish.

3M (TM) Easy Shine Applicator Kit, 1/case
Scotchgard (TM) Floor Protector App Pad, Blue, 18 in, 2/bag, 5 Bags/case

Needed to apply the product. One each.
Scotchgard (TM) Stone Floor Protector, 1 Gallon Bag, 2/case
Need 4 cases to cover 4,000 sq feet.
3M (TM) Tan Burnish Pad 3400, 20in, 5/case
Need two cases to burnish the floor after installation of Stone Protector
Scotch-Brite (TM) Purple Diamond Floor Pad Plus, 20 in, 5/case
Need two cases to polish terrazzo floor.

The products listed above are provided as a basis to establish a level of quality. Equal products will be considered only if a written request for substitution is received and approved by the City of Mobile, at least 72 hours prior to the time and date set for receipts of bids.

Refer to Exhibit A – Floor Finish Schedule and Exhibit B – Floor Plans.

b. Cleaning of all interior windows, ceiling to floor.
c. Pressure washing of concrete areas including main side walk, steps, ramps and entrance ways on the east and west side of the building and the loading/unloading area in front of the building.
    i. 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. The Contractor shall provide for Owner review and approval test areas in inconspicuous locations for each type of area to be washed, prior to beginning wash of entire scope of work.
    ii. All waste water with oils, grease, etc. shall be properly contained and disposed of. Waste water cannot be directed into the storm drains. Comply with City of Mobile and Alabama Department of Environmental Management requirements. All adjacent surfaces, as well as surrounding landscaping and amenities, shall be protected from overspray, water infiltration, and damage.
    iii. Pay particular attention to Water Regulations and Allowable Discharge. Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence. Obtain any necessary permits that may be required due to discharges.

Refer to Exhibit C - Pressure Washing Map

Additional Services:

1. At Owner's request, additional floor cleaning may be requested during the term of this to include, (see Exhibit A – Room Finish Schedule):
    a. Terrazo Flooring
    b. Vinyl and VCT Flooring
    c. Porcelain Tiles
    d. Ceramic Tiles
    e. Concrete Flooring (with Epoxy Coatings)
    f. Carpet

2. At Owner's request, a yearly "deep cleaning" of The Galley kitchen and the 3rd floor catering kitchen to include, but not limited to:
    a. Clean and Sanitize
        i. Countertops and Hard Surfaces
        ii. Appliances and Equipment
            1. Fryers
            2. Ovens and Ranges
            3. Burners, Flattops and Cooktops
            4. Grills
            5. Refrigeration Units
            6. Exterior and Interior of Exhaust Hood
        iii. Sinks
        iv. Doors, Hardware, and other Touchpoints
    b. Clean
        i. Floors, Walls, and Ceiling
        ii. Storage Areas

END OF SECTION

Exhibit A - GulfQuest Room Finish Schedule

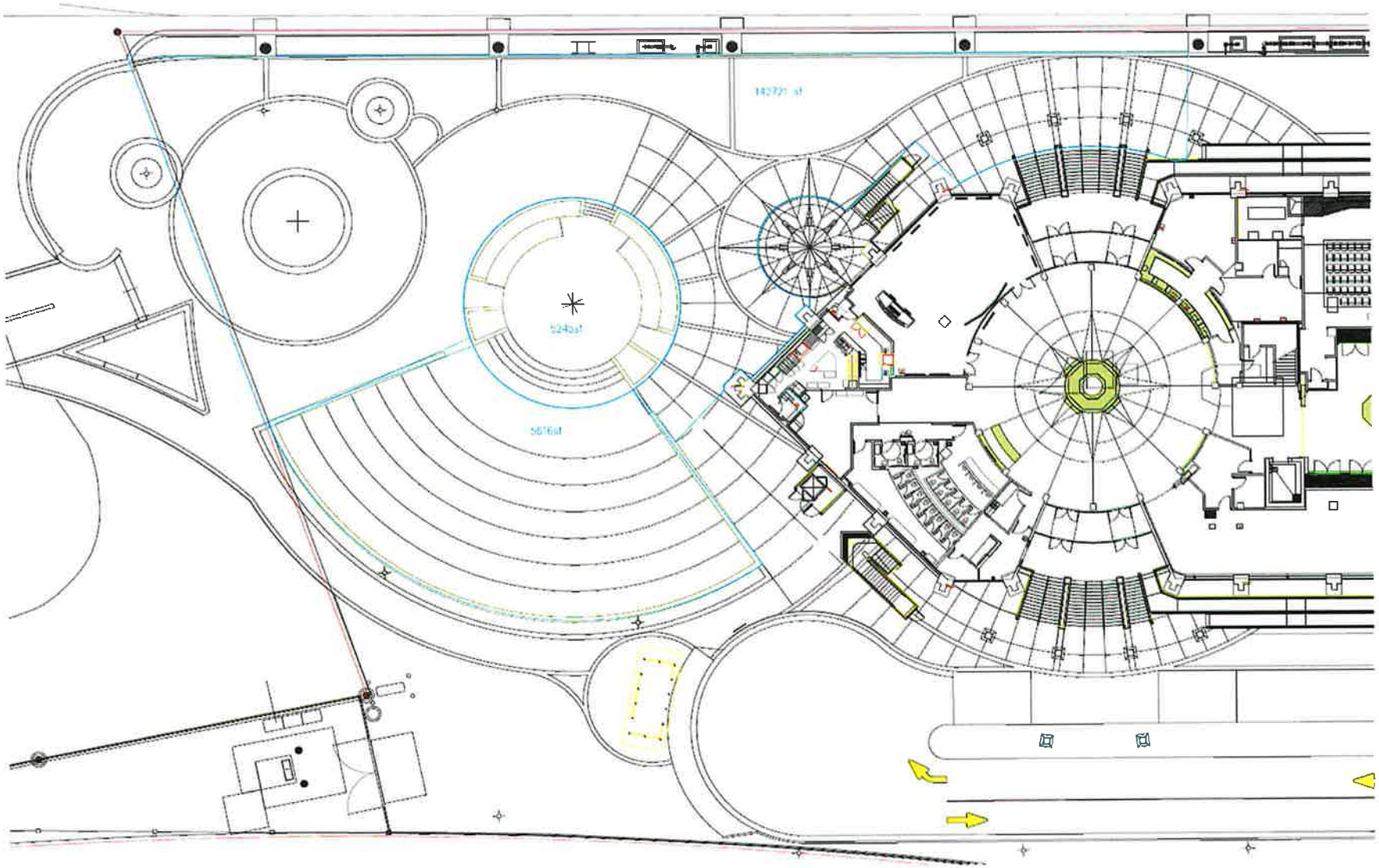
Floor	Room #	Room Type	Room Name	Approximate Floor Area (SF)	Terrazo	VCT	Carpet	Porcelain	Wood	Concrete (Epoxy Paint)	Ceramic Tile	Concrete	Vinyl
0	006	Restroom	Staff Restroom	61						y			
1	100	Circulation	West Vestibule	216			y						
1	101	Circulation	Rotunda	3322	y								
1	101.1	Circulation	Vestibule	35	y								
1	102	Office	Security Office	200			y						
1	104	Visitor Services	First Aid	79		y							
1	105	Circulation	Corridor	192	y								
1	106	Circulation	Restroom Vestibule	103	y								
1	107	Restroom	Family	54							y		
1	108	Restroom	Mens	294							y		
1	109	Restroom	Womens	379							y		
1	110	Restroom	Family	54							y		
1	114	Visitor Services	The Galley	NA									
1	113	Visitor Services	Vending	61	y								
1	115	Circulation	East Vestibule	216			y						
1	116	Circulation	Stairs	80	y								
1	117	Storage	Strollers / Wheelchairs	87			y						
1	118	Visitor Services	Admissions	262			y						
1	119	Office	Ferry Office	341			y						
1	120	Office	Visitor Services	244			y						
1	121	Office	Visitor Services Manager	93			y						
1	122	Workroom	Count Room	56			y						
1	123	Circulation	Elevator Lobby	386	y								
1	124	Exhibits	Shores of the Gulf	1132					y				
1	125	Circulation	Theater Exit Vestibule	68			y						
1	126	Circulation	Theater - Entry Vestibule	100			y						
1	127	Exhibits	Frontier Ocean Theater	1361			y			y			
1	133	Exhibits	Dockside	1221						y			
1	134	Exhibits	Welcome Aboard	115									y
1	135	Exhibits	Traveling Exhibit Lower	2927			y						
1	135.1	Circulation	Elevator Lobby	302			y						
1	136	Exhibits	Traveling Exhibit	4523			y						
1	192	Circulation	Stair	NA									y
1	194	Circulation	Stair	NA									y
1	196	Ramps	Ramps - Interior - West	6000			y						
1	197	Ramps	Ramps - Interior - East	6000			y						
2	200	Circulation	West Lobby	313			y						
2	201	Circulation	Rotunda	1684			y						
2	203	Workroom	GQ Breakroom	325		y							
2	204	Office	GQ Office	2920			y						
2	205	MEP	MEP-NZ-205	166						y			
2	206	Office	GQ Office	400			y						
2	207	Circulation	East Lobby	313		y							
2	208	Visitor Services	GulfQuest Boardroom	639		y							
2	209	Restroom	Womens	263							y		
2	210	Office	Director	259		y							
2	211	Office	Administrative Assistant	291		y							
2	212	Circulation	Corridor	151		y							
2	213	Restroom	Staff Restroom/shower	81							y		
2	215	Workroom	Staff Breakroom	481		y							
2	216	Circulation	Corridor	317			y						
2	217	Storage	Finance/HR-Closet	23			y						
2	218	Office	Finance/HR	165			y						
2	219	Office	Development	150			y						
2	221	Office	Accounting	112			y						
2	222	Office	Graphic Artist	201			y						
2	223	Office	PR-Marketing	142			y						
2	224	Workroom	Mail/Supplies	113			y						
2	226	Office	Reception	191			y						
2	227	Office	Conference	185			y						
2	229	Circulation	Stairs to Ramp	128		y							
2	230	Office	Education - Director/Assist	163		y							

Exhibit A - GulfQuest Room Finish Schedule

Floor	Room #	Room Type	Room Name	Approximate Floor Area (SF)	Terrazo	VCT	Carpet	Porcelain	Wood	Concrete (Epoxy Paint)	Ceramic Tile	Concrete	Vinyl
2	231	Workroom	Classroom Preparation	101		y							
2	232	Circulation	Elevator Lobby	538			y						
2	233	Restroom	Mens	236							y		
2	234	Visitor Services	Classroom 1	482		y							
2	235	Visitor Services	Classroom 2	365		y							
2	236	Circulation	Corridor	217		y							
2	237	Circulation	Passage Way	347			y						
2	238	Storage	Janitorial	87						y			
2	239	Exhibits	Exhibit Area	111									y
2	240	Exhibits	Exhibit Area	201								y	
2	241	Exhibits	Exhibit Area	2170			y						
2	241.1	Exhibits	Ocean Planet	381			y						
2	243	Circulation	Passage Way	271			y						
2	244	Restroom	Womens	241							y		
2	245	Restroom	Mens	230							y		
2	247	Exhibits	Exhibit Area	1925			y						
2	292	Circulation	Stair	NA									y
2	294	Circulation	Stair	NA									y
2	296	Ramps	Ramps - Interior - West	1500		y							
2	297	Ramps	Ramps - Interior - East	1500		y							
3	300	Circulation	West Lobby	824			y						
3	301	Circulation	Rotunda	1428			y						
3	303	Workroom	Catering Pantry	165		y							
3	304	Visitor Services	North Meeting Room	4257			y						
3	307	Circulation	East Lobby	837			y						
3	308	Office	Events Office	110			y						
3	309	Visitor Services	East Meeting Room	1753			y						
3	310	Restroom	Womens	262							y		
3	311	Circulation	Elevator Lobby	81			y						
3	314	Restroom	Mens	258							y		
3	315	Visitor Services	School Lunch Room	1763		y							
3	316	Visitor Services	Lunch Prep	76		y							
3	317	Storage	Janitorial	27		y							
3	318	Exhibits	Exhibit Area	690			y						
3	319	Circulation	Passage Way	383			y						
3	320	Exhibits	Exhibit Area	2725			y						
3	321	Circulation	Passage Way	341			y						
3	322	Exhibits	Exhibit Area	690			y						
3	323	Circulation	Passage Way	790			y						
3	323.1	Circulation	Passage Way	200			y						
3	324	Exhibits	WWII Theater	410									y
3	325	Exhibits	Exhibit Area	453			y						
3	327	Exhibits	Exhibit Area	256			y						
3	327.1	Exhibits	Exhibit Area	109					y				
3	328	Exhibits	Exhibit Area	397			y						
3	329	Exhibits	Exhibit Area	669			y						
3	330	Exhibits	Exhibit Area	609			y						
3	392	Circulation	Stair	NA									y
3	394	Circulation	Stair	NA									y
3	396	Ramps	Ramps - Interior - West	2000		y							
3	397	Ramps	Ramps - Interior - East	2000			y						
4	400	Circulation	Lobby	516								y	
4	401	Restroom	Mens	250								y	
4	402	Restroom	Womens	286								y	
4	404	Exhibits	Exhibit Area	190									y
4	405	Exhibits	Exhibit Area	1289			y						
4	405.1	Circulation	Passage Way	208			y						
4	405.2	Circulation	Passage Way	0			y						
4	494	Circulation	Stair	NA									y
5	500	Exhibits	Exhibit Area	311			y						
5	501	Exhibits	Exhibit Area	194			y						
5	504	Exhibits	Exhibit Area	356			y						
5	505	Exhibits	Exhibit Area	373			y						
5	506	Exhibits	Exhibit Area	298									y
5	508	Exhibits	Exhibit Area	312			y						
5	594	Circulation	Stair	NA									y

END OF SECTION

EXHIBIT B – FLOOR PLANS



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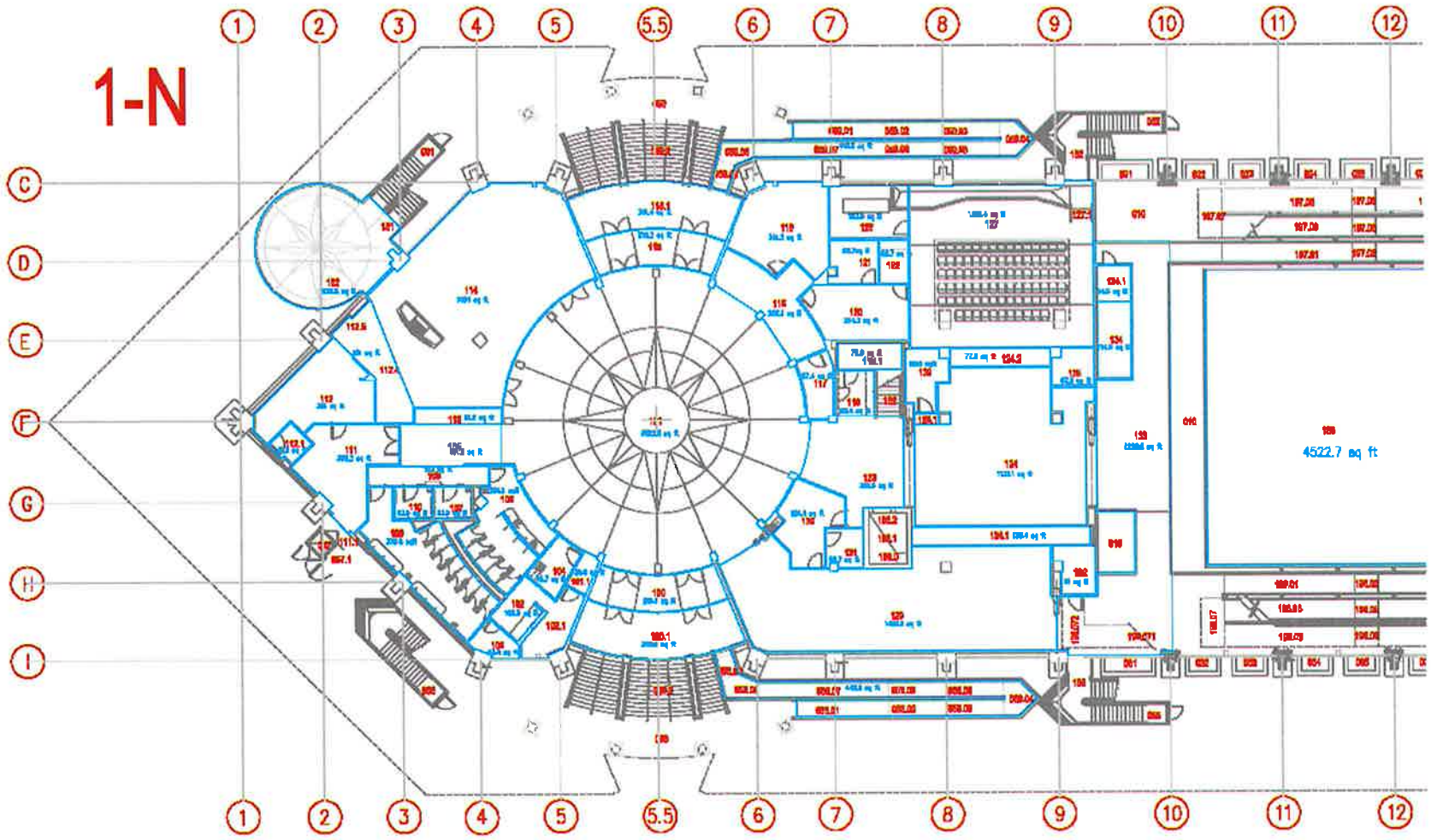
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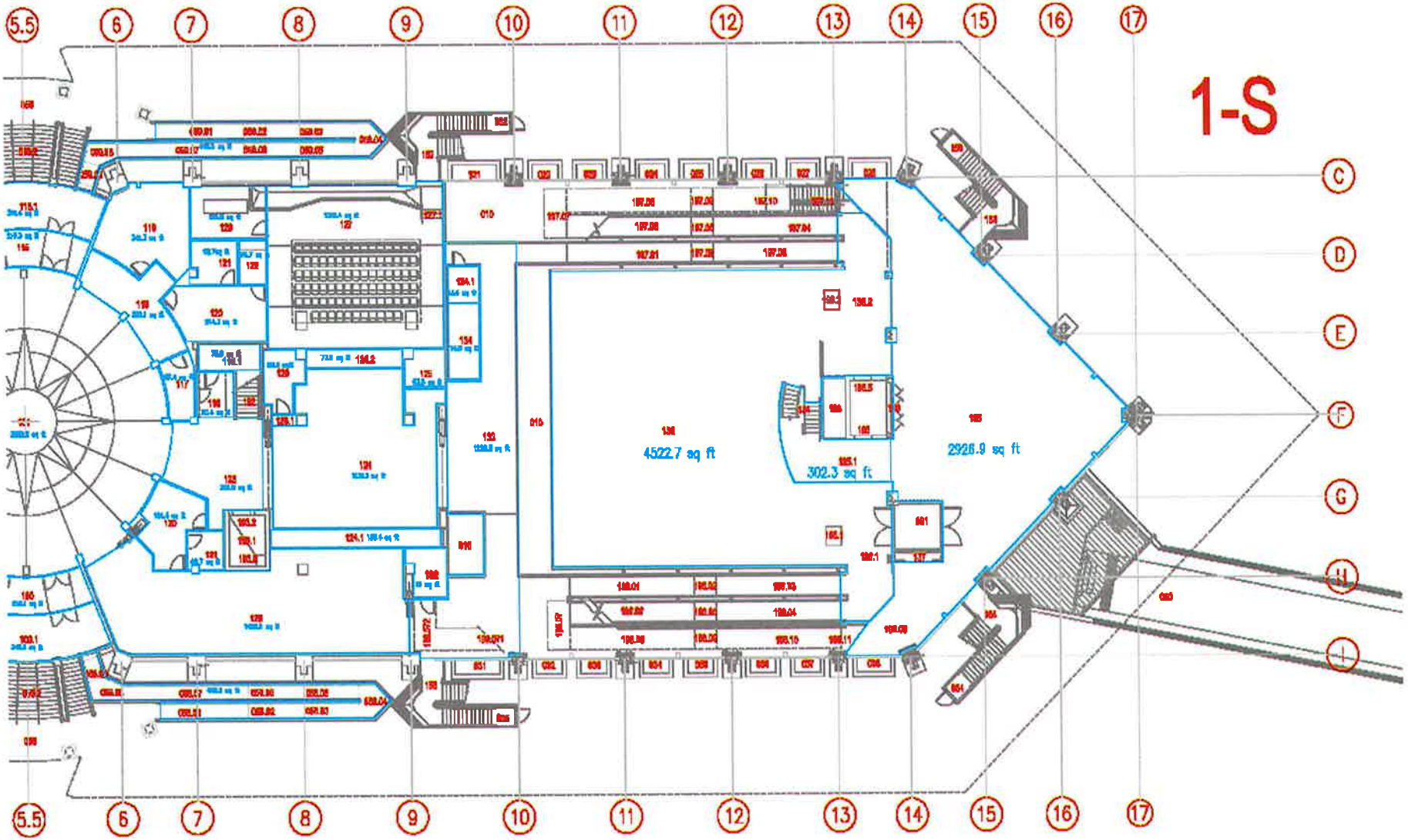
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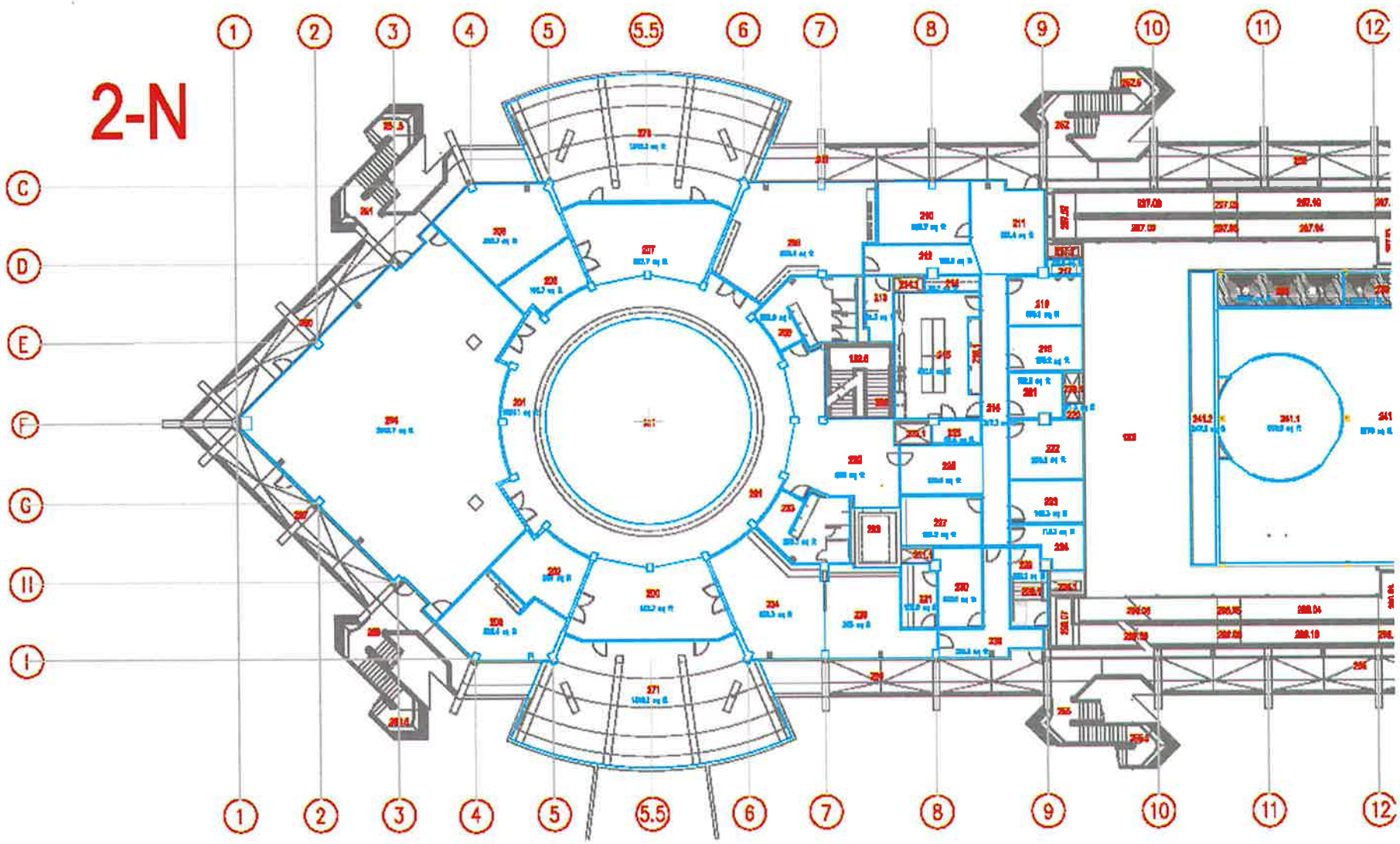
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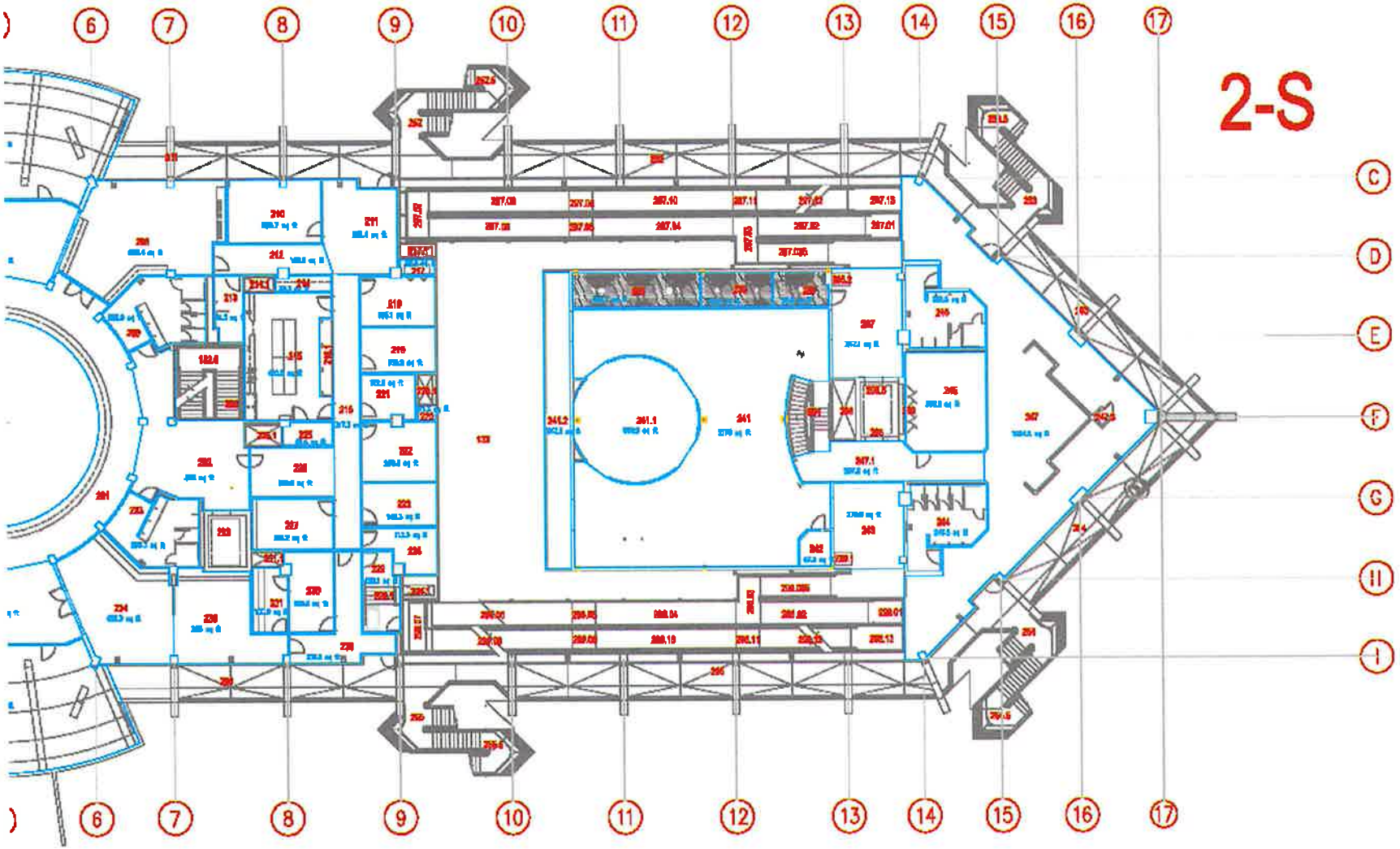
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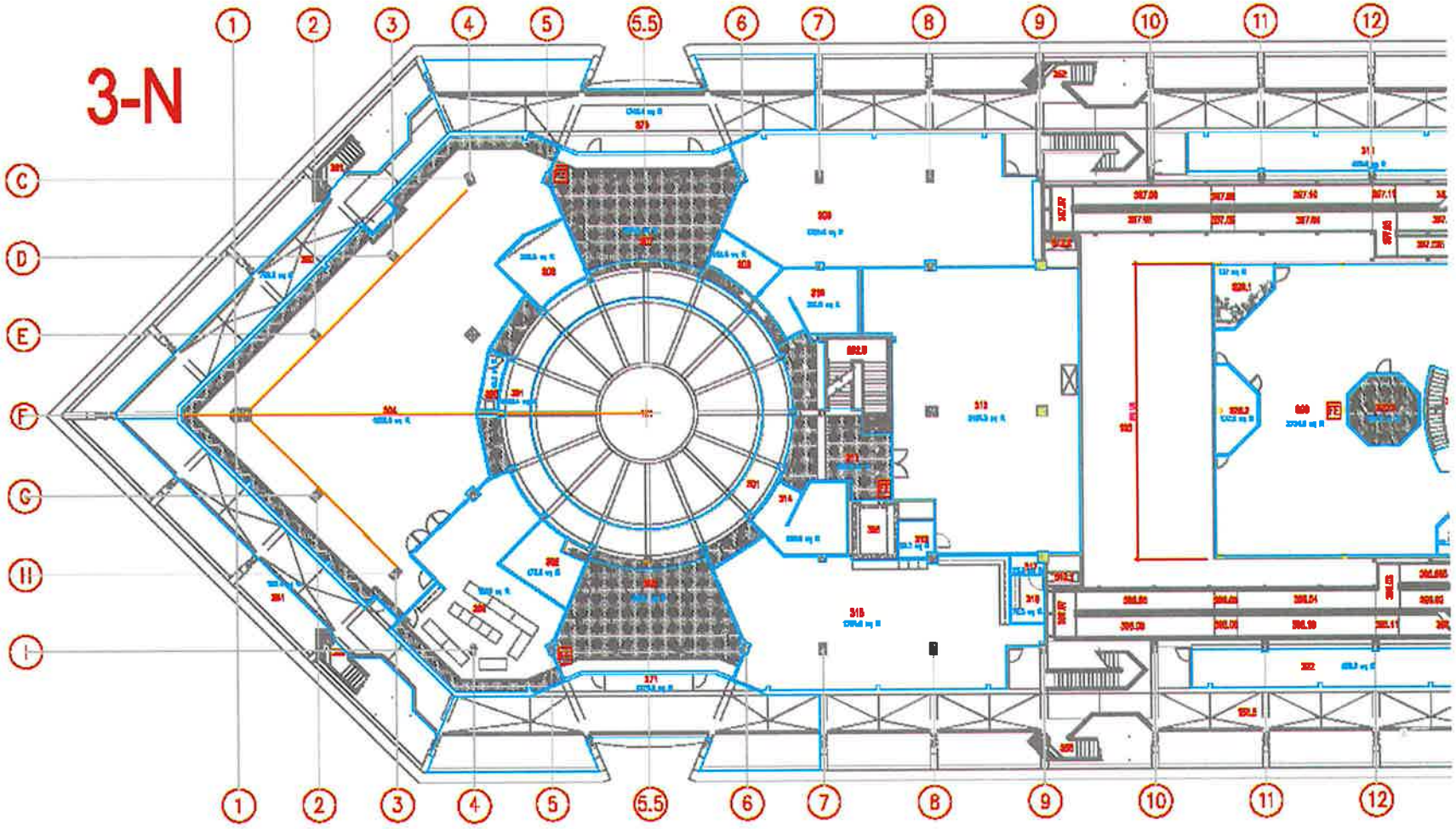
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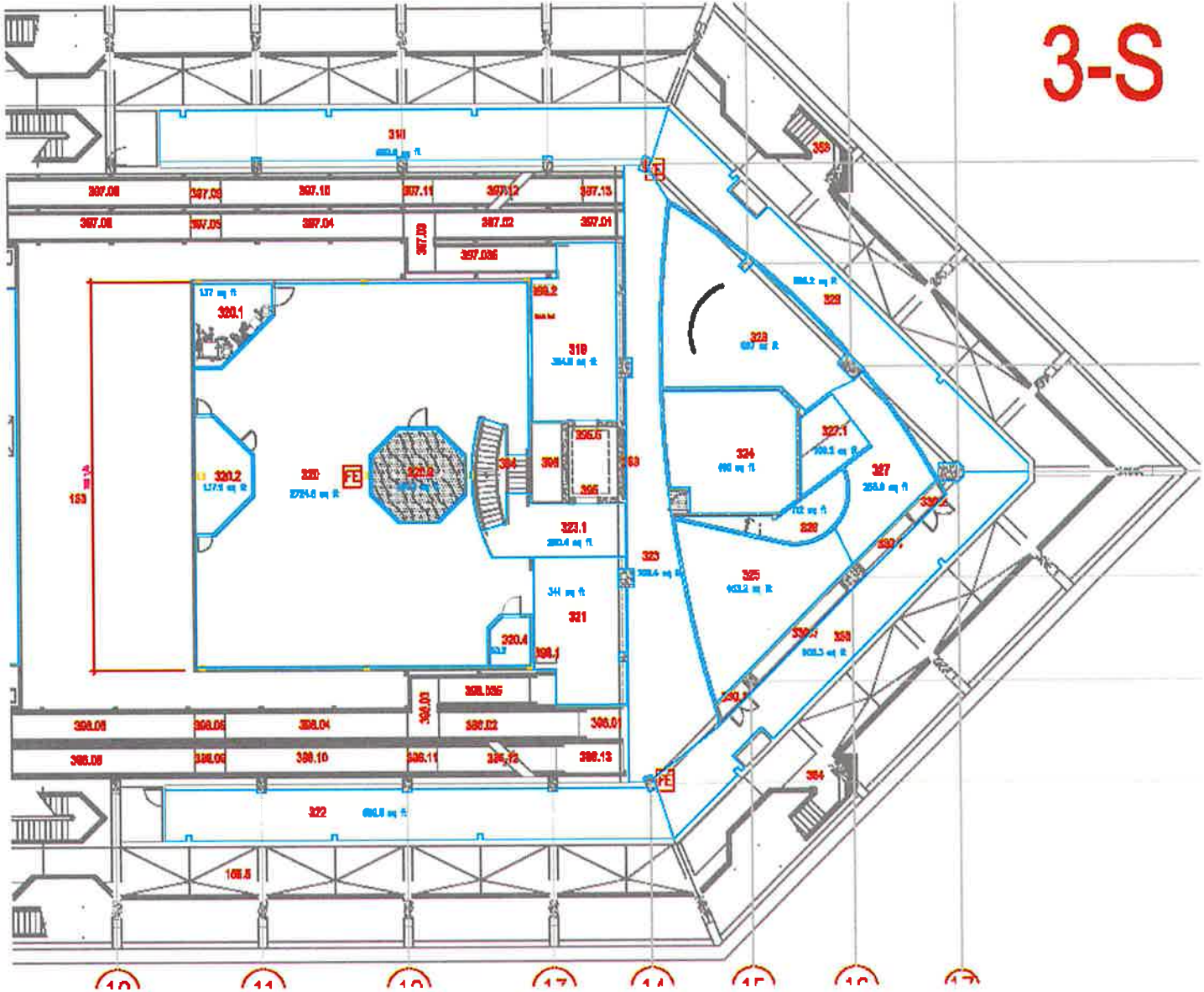
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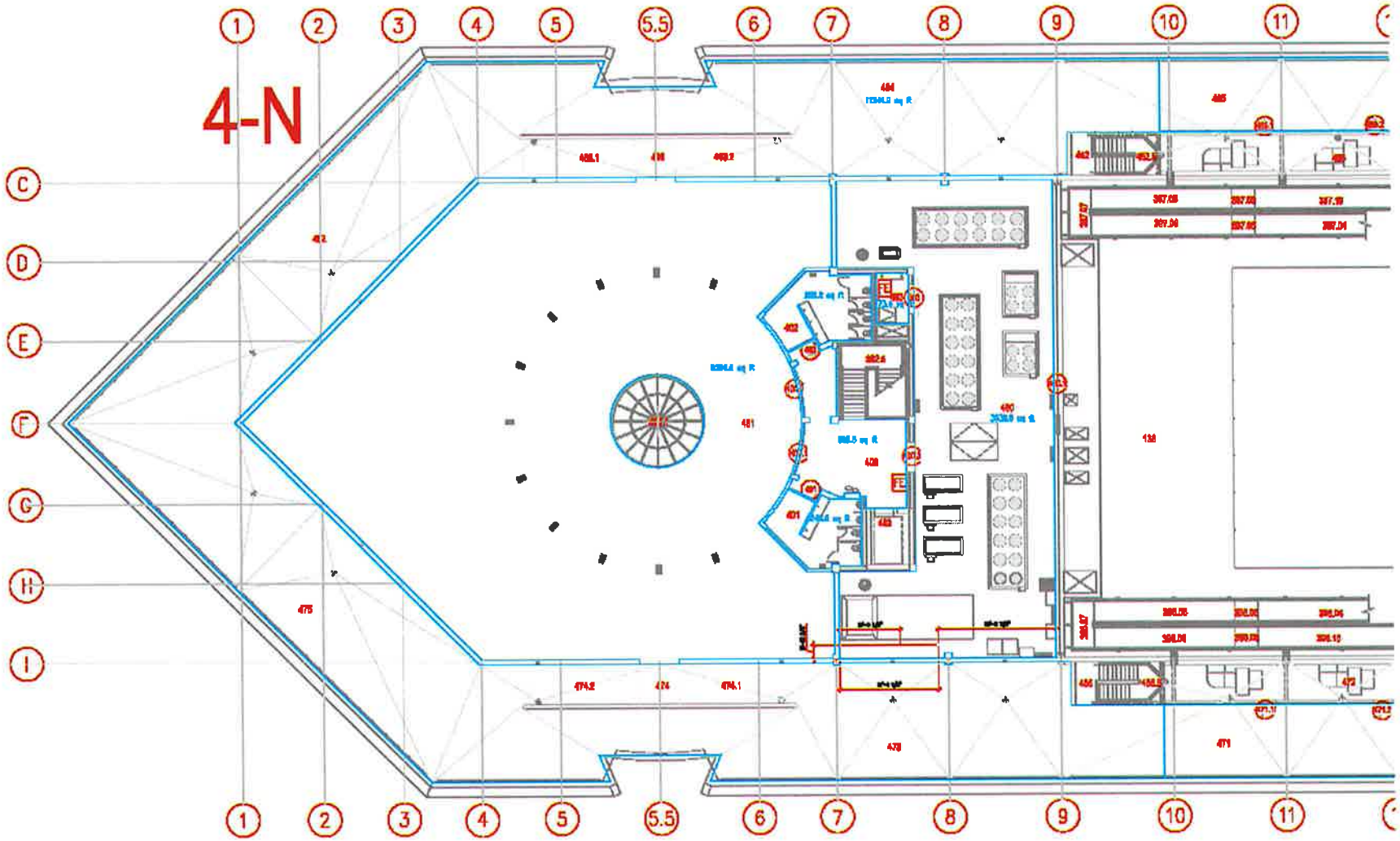
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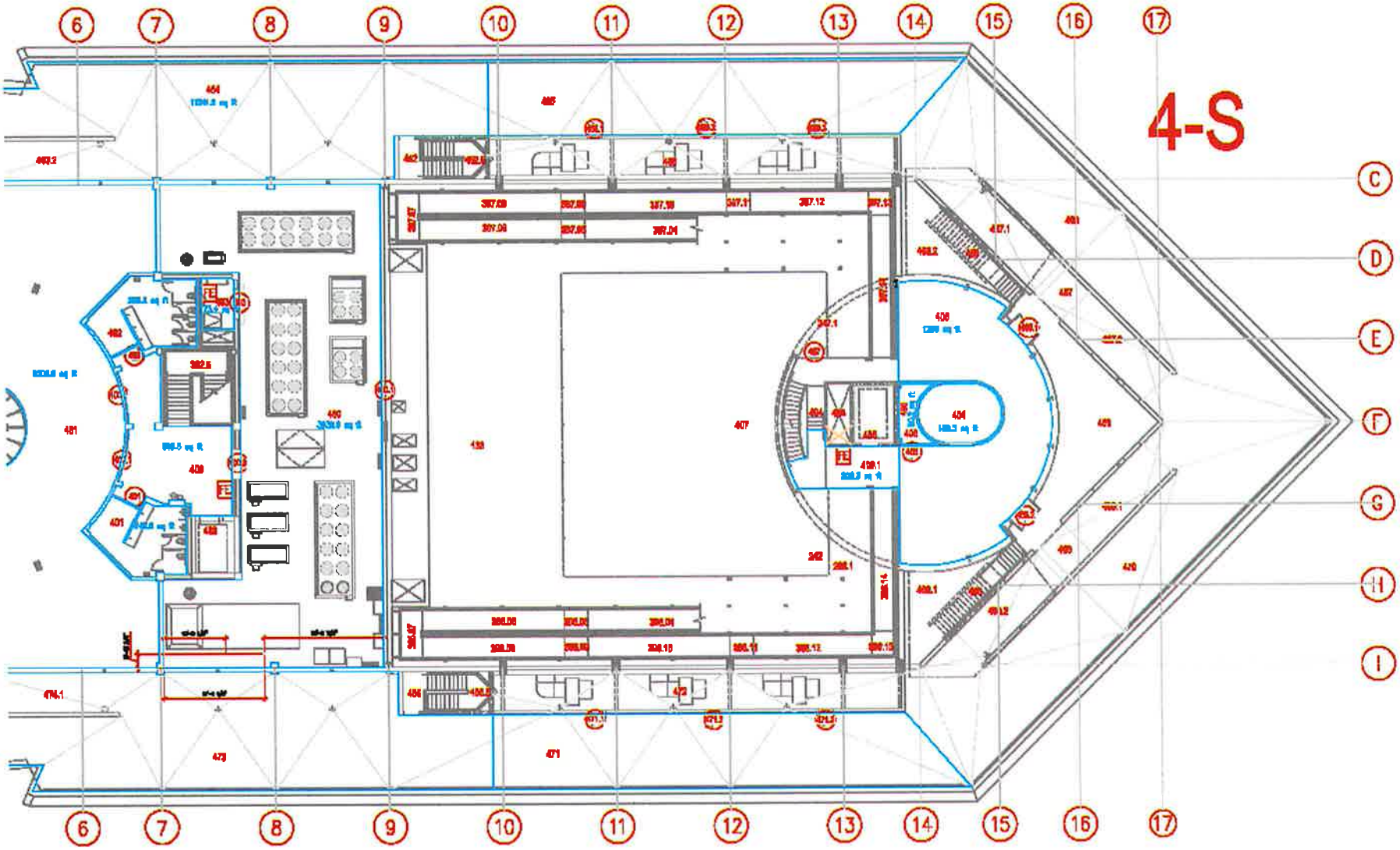
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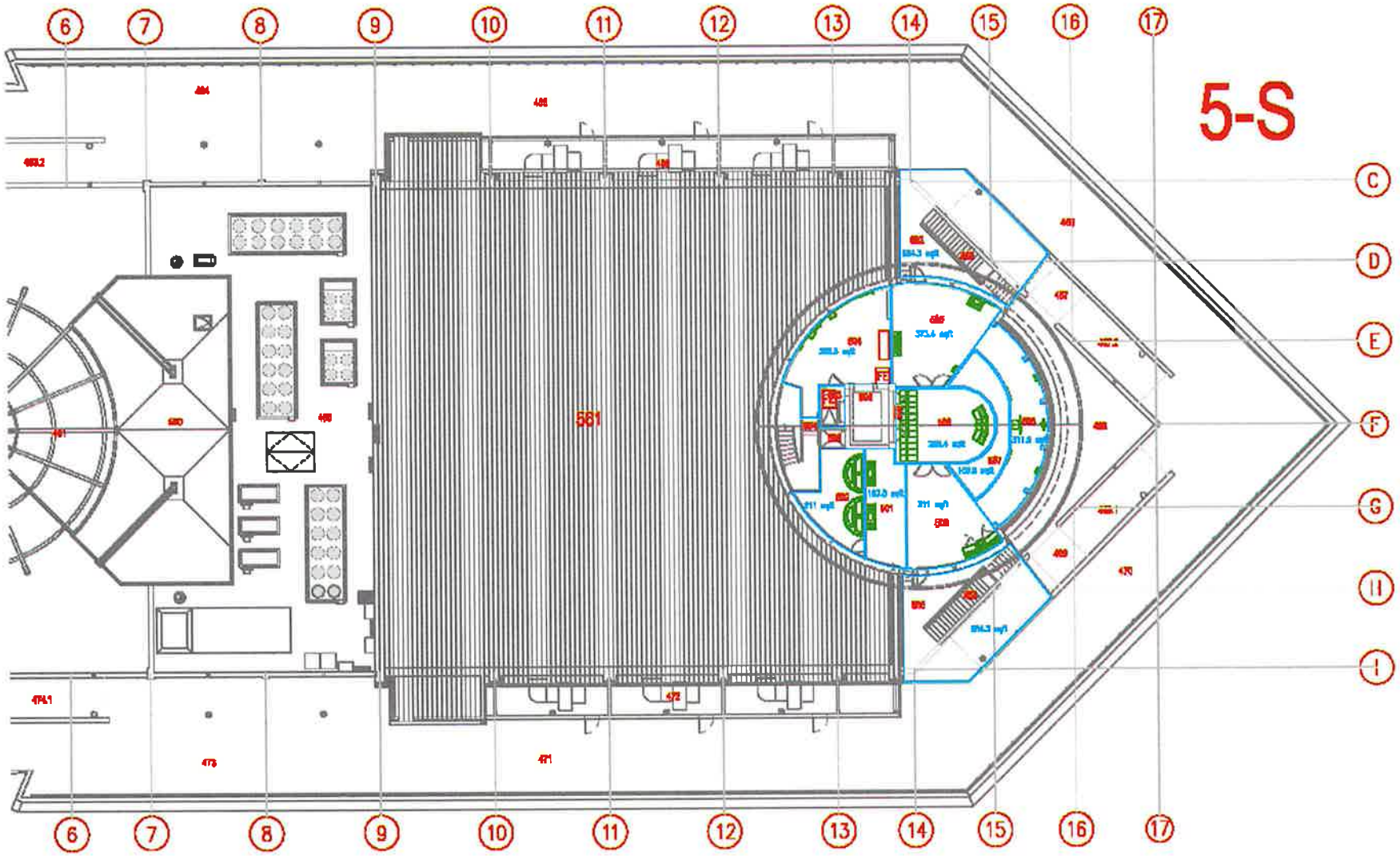
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City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-041-22 Current Date 9 /19 /22

Project Description Janitorial Services - GulfQuest Museum

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized.

Gregg Blaize
Requested By (Department Director)

(Signature) Capital Improvement Project Man (Title) 09/18/2022 (Date)

251-490-5534
Telephone Number

gregg.blaize@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) Supplier Diversity Mgr. (Title) 9/20/2022 (Date)

Approved By (CAO)

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-responsive. 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:Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Diversified Maintenance-RWS, LLC
Address	331 First Avenue North, Birmingham, AL 35204
Telephone	205-251-9249
E-Mail	dbishop@diversifiedm.com

RFP/RFQ Solicitation Number	SC-041-22
Project Description	JANITORIAL SERVICES - GULFQUEST MARITIME MUSEUM
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 55% Female 45% Minority 80% Non-minority 20% Vets N/A Total #of Employees 10,000+

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Larry McAlpin

Signature: _____ Date: 9/13/2022

Title: Executive 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: David Bishop Title: Client Relations Executive

E-mail:_ Phone: dbishop@diversifiedm.com 205-251-9249

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

FORM 1: Background and Plan

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.

RFP/RFQ/Bid # SC-041-22 Your Bid/Proposal Amount $ 143,163 Date: 9 / 13 / 2022

Description JANITORIAL SERVICES - GULFOUEST MARITIME MUSEUM

Name of Bidder/Proposer: Diversified Maintenance-RWS, LLC

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
NOT APPLICABLE						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Diversified Maintenance-RWS, LLC

Contact Person: David Bishop Phone 205-251-9249 Email dbishop@diversifiedm.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. N/A

Suggestions or comments to Improve this program. N/A

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: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: 155 SOUTH WATER STREET, MOBILE, AL 36602

PROJECT NO.: SC-041-22

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 August 1, 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: Diversified Maintenance-RWS, LLC

ADDRESS: 331 First Avenue N, Birmingham, AL 35204 **PHONE** 205-251-9249

CITY OF MOBILE BUSINESS LICENSE NUMBER: 107184

CITY OF MOBILE VENDOR NUMBER: 295035

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

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

(Check one) **[X] (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 performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, 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 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 Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the initial year at the rates listed in Year 3, Unit Prices, for a period not to exceed Sixty (60) calendar days.

BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: $ 3,977 .00 per month x 12 months = $ 47,721 .00

Year 2 – 1st Additional Term: $ 3,977 .00 per month x 12 months = $ 47,721 .00

Year 3 – 2nd Additional Term: $ 3,977 .00 per month x 12 months = $ 47,721 .00

Total: $ 143,163 .00

Total Bid Amount: one hundred forty-three thousand, one hundred sixty-three
(Amount in Words)

and 00/100 Dollars ($ 143,163 .00)
(Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

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

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

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

	Year 1 / sq. ft.	Year2 / sq. ft.	Year3 / sq. ft.
Additional Floor Cleaning – Terrazzo Flooring Area	$ 0.15	$ 0.15	$ 0.15
Additional Vinyl/VCT Flooring Areas	$ 0.30	$ 0.30	$ 0.30
Additional Porcelain Tiles Areas	$ 0.15	$ 0.15	$ 0.15
Additional Ceramic Tiles Areas	$ 0.15	$ 0.15	$ 0.15
Additional Concrete Flooring (with Epoxy Coatings) Areas	$ 0.12	$ 0.12	$ 0.12
Additional Carpet Areas	$ 0.18	$ 0.18	$ 0.18
Optional Deep Cleaning of The Galley Kitchen and 3rd Floor Catering Kitchen	$ 3,500.00	$ 3,500.00	$ 3,500.00

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):

Year 1: $ 18.13 per hour; Year 2: $ 18.13 per hour; Year 3: $ 18.13 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $ 26.28 per hour; Year 2: $ 26.28 per hour; Year 3: $ 26.28 per hour

C. Overtime Holidays (City Holidays):

Year 1: $ 30.22 per hour; Year 2: $ 30.22 per hour; Year 3: $ 30.22 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

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 8/25/22
Addendum Number 2, Dated 9/8/22
Addendum Number _____, Dated _____

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 that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

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: Retirement Systems of Alabama
Company Address: 201 S. Union St, Montgomery, Al 36104
Telephone: 334-517-7202 Email: R.J.Caldwell@rsa-al.gov
Type of Work: Janitorial/Custodial/Facility Maintenance
Date(s): 2000 - present

B. Reference #2:
Company Name: Biloxi School System
Company Address: 160 St Peter St., Biloxi MS 39530
Telephone: 228-297-5114 Email: shane.switzer@biloxischool.net
Type of Work: Educational Office/School Cleaning
Date(s): 2005 - present

C. Reference #3:
Company Name: Mobile County Commission
Company Address: 205 Government St, 7th floor, Mobile Al 36644
Telephone: 251-222-2739 Email: ozzie.elortequi@mobilecountyal.gov
Type of Work: Government Plaza Office cleaning
Date(s): June 2022 - present

Remainder of Page Intentionally Left Blank

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:

Diversified Maintenance-RWS, LLC

(Typed)

BY: _____

(Signature of Company Officer)

COMPANY OFFICER: Larry McAlpin

(Typed)

TITLE Executive Vice President

(Typed)

DATE September 13, 20 22

Sworn to and subscribed before me this 13th **day of 20**22 Sept.

Teja M. Hamilton

Notary Public exp. 4/27/26

END OF SECTION

Alabama Secretary of State

Diversified Maintenance-RWS, LLC	
Entity ID Number	000 - 306 - 759
Entity Type	Foreign Limited Liability Company
Principal Address	5110 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Principal Mailing Address	5110 Eisenhower Blvd., Suite 250 Tampa, FL 33634
Status	Exists
Place of Formation	Delaware
Formation Date	03/10/2014
Qualify Date	04/09/2014
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	
Doing Business in AL Since	03/19/2014
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	2015 2017 2019 2020 2021
Transactions	
Transaction Date	07/30/2015
Legal Name Changed From	Rite Way Service, LLC
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/09/2014 Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/30/2015 Articles of Amendment 3 pgs.

Browse Results New Search

E-Verify

Company ID Number: 40635
Client Company ID Number: 670136

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

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Diversified Maintenance Systems, Inc.

Name (Please Type or Print) | Title

Signature | Date

E-Verify Employer Agent LawLogix Group, Inc.

Ronnie Ho
Name (Please Type or Print) | Title

Electronically Signed
Signature | 05/08/2013
Date

Department of Homeland Security – Verification Division

Name (Please Type or Print) | Title

Signature | Date

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Diversified Maintenance Systems, Inc.

E-Verify

Company ID Number: 40635
Client Company ID Number: 670136

Company Facility Address: 5110 Eisenhower Blvd, Suite 250
Tampa, FL 33634

County or Parish: HILLSBOROUGH

Employer Identification Number: 271978784

North American Industry Classification Systems Code: 811

Administrator:

Number of Employees: 5,000 to 9,999

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2022

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 LIC #0B29370 1-205-581-3330 Edgewood Partners Insurance Center (EPIC) [Alabama Branch - Branch ID 15491] 2720 3rd Avenue South Suite 100 Birmingham, AL 35233	CONTACT NAME: Alex Ransburgh PHONE (A/C, No, Ext): 205-581-3331 FAX (A/C, No): E-MAIL ADDRESS: alex.ransburgh@epicbrokers.com
INSURED DMS Parent, LLC, Diversified Maintenance - RWS, LLC dba Rite Way Service 331 1st Avenue North Birmingham, AL 35204	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: CHARTER OAK FIRE INS CO 25615 INSURER B: PHOENIX INS CO 25623 INSURER C: TRAVELERS PROP CAS CO OF AMER 25674 INSURER D: EVANSTON INS CO 35378 INSURER E: TRAVELERS IND CO OF CT 25682 INSURER F: FEDERAL INS CO 20281

COVERAGES **CERTIFICATE NUMBER:** 66597469 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	6605P018388COF22	03/01/22	03/01/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	8105P0179332243G	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			ZUP61N2470422NF	03/01/22	03/01/23	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	60020222455600 (AL Only)	01/01/22	12/31/22	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Work Comp (Other States)		X	UB5P10735A2243G	03/01/22	03/01/23	Stat/Acc/Emp/Polic	1,000,000
F	Crime			6805-4670	03/01/22	03/01/23	Client's Property	5,000,000
	Pollution			ICELLUW00104859	03/01/21	03/01/23	Per Claim/Agg	1,000,000

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

Pollution Policy Insurance Carrier: IRONSHORE SPECIALTY INS CO NAIC #25445

See attached additional wording

CERTIFICATE HOLDER

City of Mobile

P.O. Box 1827

Mobile, AL 36633-1827 USA

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

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/20/2022

NAME OF INSURED: DMS Parent, LLC, Diversified Maintenance - RWS, LLC dba Rite Way Service

Additional Description of Operations/Remarks from Page 1:

Certificate holder is named as additional insured as respects to General and Auto Liability (on a primary and non-contributory basis) as required by written contract; Excess/Umbrella is follow form; General Liability additional insured endorsement includes ongoing and completed operations; Waiver of subrogation is issued in favor of certificate holder as respects to General Liability, Auto Liability and Workers Compensation as required by written contract; All policies contain a 30 day notice of cancellation (10 for non-pay) subject to policy terms and conditions;

Crime Policy #68054670 Employee Theft Limit $5,000,000 and Client's Property Limit $5,000,000

Additional Information:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Blanket Additional Insured – Broad Form Vendors

E. Blanket Additional Insured – Controlling Interest

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

I. Blanket Additional Insured – Grantors Of Franchises

J. Incidental Medical Malpractice

K. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

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your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

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(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

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canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **8.5., Other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:**

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is 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.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. 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 by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-5P10735A-21-43-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: ST ASSIGN:

ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 1/01/2022

MEMBER: DIVERSIFIED MAINTENANCE RWS LL
325 FIRST AVENUE NORTH
BIRMINGHAM, AL 35204

DATE ISSUED: 12/07/2021
Employer: 600-2022-24556-00
FEIN Number: 364780697
Risk ID No:
GSI #: 26-28992

UNIT #24556-00

FUND:

REASON FOR ENDORSEMENT:

IT IS HEREBY UNDERSTOOD AND AGREED THAT A BLANKET WAIVER OF SUBROGATION HAS BEEN ISSUED IN FAVOR OF ANY COMPANY REQUIRING A WAIVER OF SUBROGATION BY WRITTEN CONTRACT

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CC: EPIC - BIRMINGHAM AGT# 03058
ALABAMA DEPT. OF INDUSTRIAL RELATIONS

ISSUED BY:
POLICY SERVICES DEPARTMENT
THE SHEFFIELD FUND
THE SHEFFIELD BUILDING
900 CORPORATE DRIVE
BIRMINGHAM, AL 35242
205-437-2344

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. **The Contract Documents:** The Contract Documents are enumerated in 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 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.

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.

M. 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.

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.

B. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, 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 Contract Sum Amount 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 - amount and coverage as required by law of place in which the work is performed.

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) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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 laws 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. 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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.

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

MOBILE
ALABAMA

Addendum No. 1

To: Prospective Bid Respondents

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Gulf Quest Maritime Museum
Janitorial Service Contract
Project #SC-041-22

Date: August 25, 2022

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated August 1, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications: N/A

Forms and Specifications:

Item 1. Revisions to the Request for Quotes are indicated with a strike-through for deletions and ***bold italic*** typeface for additions. The mandate to attend the Pre-Bid Conference, scheduled Wednesday, August 31, 2022 has been removed.

4. ~~MANDATORY PRE-BID CONFERENCE~~

A. ~~There will be a Mandatory Pre-Bid Conference held on~~ ~~**Wednesday, August 31, 2022 at 9:30am**~~ ~~in the main entrance of Gulf Quest Maritime Museum, 155 South Water Street, Mobile, AL 36602. Only bidders that attend will receive Addendums and may submit a bid.~~

Replace Section 4 of the Request for Quotes with the following:

PRE-BID CONFERENCE:

A. ***A pre-bid conference will be held Wednesday, August 31, 2022 at 9:30 A.M., local Time in the main entrance of Gulf Quest Maritime Museum, 155 South Water Street, Mobile, AL 36602. Attendance at the Pre-Bid Conference is NOT MANDATORY***

END OF ADDENDUM NO. 1

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Bid Attendees and Registered Vendors

From: Gregg Blaize
Architectural and Engineering Department

Date : September 8, 2022

Re: Service Contract – Janitorial Services
GulfQuest Maritime Museum

This addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated August 1, 2022. Acknowledge the receipt of Addendum Number 1 and Number 2 , and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject bid to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda with Modifications and Pre-Bid Conference Attendance Roster, dated August 31, 2022, are attached and form part of Addendum No. 2.

Item 2. Addendum # 1 issued. The mandate to attend the Pre-Bid Conference, scheduled Wednesday, August 31, 2022 has been removed.

Item 3. Any observed discrepancies, omissions, requests for clarifications, or errors in any part of the contracted documents shall be submitted as written RFIs to Gregg Blaize @ gregg.blaize@cityofmobile.org. Cut off time for submission of RFIs is 3:00 P.M., at least three (3) calendar days prior to the Bid Opening.

Item 4. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via email.

Item 5. Bid Form with Bid Security, in the form of a Bid Bond of Bid Check is required. A valid City of Mobile business license for the duration of the contract is required. E-Verify, the Beason-Hamond Taxpayer Protection Act applies to this Project.

Item 6. Certificate of Insurance in amounts and with endorsements as required by City of Mobile. (See Project Manual).

Request for Information (RFI):

Item 1. Will you provide a copy of the 2019 Bid Tabulation for Janitorial Services at GulfQuest Maritime Museum?
Response: Yes, attached is the 2019 Bid Tabulation.

Forms and Specifications:

Item 1. Revisions to the Request for Quotes are indicated with a strike-through for deletions and bold italic typeface for additions.

Section 5 Annual

c. ~~Pressure washing of concrete areas including main side walk, steps, ramps and entrance ways on the east and west side of the building and the loading/unloading area in front of the building.~~

i. ~~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. The Contractor shall provide for Owner review and approval test areas in inconspicuous locations for each type of area to be washed, prior to beginning wash of entire scope of work.~~

ii. ~~All waste water with oils, grease, etc. shall be properly contained and disposed of. Waste water cannot be directed into the storm drains. Comply with City of Mobile and Alabama Department of Environmental Management requirements. All adjacent surfaces, as well as surrounding landscaping and amenities, shall be protected from overspray, water infiltration, and damage.~~

iii. ~~Pay particular attention to Water Regulations and Allowable Discharge. Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence. Obtain any necessary permits that may be required due to discharges.~~

THE ANNUAL EXTERIOR PRESSURE WASHING TASK HAS BEEN REMOVED FROM THE SCOPE OF WORK.

Section 4 Semi-Annual. Add the following Scope of Work:

C. Clean All Exterior Glass , 1st Floor to Observation Deck.

Attachments:

1. Pre-Bid Conference Agenda with Modifications
2. Pre- Bid Conference Attendance Roster
3. 2019 Bid Tabulation – Janitorial Services GulfQuest Maritime Museum
4. City of Mobile Office of Supplier Diversity- Subcontracting and Major Supplier Plan

END OF ADDENDUM NO. 2

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

William S. Stimpson, Mayor
Gina Gregory, City Councilmember, District 7

Purpose and Scope of Project:

Resolution to Authorize Lease Agreement with Mobile County for Southwest Portion of property owned by City of Mobile, 6449 Moffett Rd

Amount of Contract:

N/A

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	10/4/2022
Routing Form 2022 Lease	Backup Material	10/4/2022
Exhibit A Legal Description	Exhibit	10/4/2022
Exhibit B Map	Exhibit	10/4/2022
Lease 2022 Mobile County	Exhibit	10/4/2022
COI	Backup Material	10/4/2022
Lease 2004	Exhibit	10/4/2022

REVIEWERS:

Department Reviewer	Action	Date
		10/6/2022 -

Real Estate	Blaize, Gregg	Approved	10:30 AM
Legal	Kern, Chris	Approved	10/6/2022 - 10:46 AM
Mayors Office	Montgomery, Brandi	Approved	10/6/2022 - 2:09 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Lease Agreement by and between the City of Mobile, a municipal corporation, and Mobile County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama, for the use and benefit of the Sheriff of Mobile County, Alabama, to lease the Southwest Portion of property owned by the City of Mobile, thereof for use by the Sheriff for non-equestrian purposes, as described in Exhibit A and as shown in Exhibit B and as outlined in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE LEASE OF REAL PROPERTY

I. Property Address: 6449 Moffett Rd., Mobile, AL 36618

City Council District and Zoning: District 7, Gina Gregory / Zoning: R-1

Sale or **Lease**: Termination of 2004 Lease and New Lease of Southwestern portion (see Exhibits).

II. Lease by City:

- How Lease Mobile County / Sherriff .
- When Rental commencement October 18, 2022.
- Special Circumstances (if applicable) _____

_____

_____

III. Why Sale/**Lease** recommended: Smaller area to be leased.

Beginning at the Northwest corner of Section 33, Township 3 South, Range 2 West; run thence South 1° 50' East, 300 feet to a point on the West line of Section 33, Township 3 South, Range 2 West for a point of beginning; thence run South 89° 52' East 379.3 feet to an Iron Pin; thence run South 61° 47' East, 200 feet to an Iron Pin; thence run North 28° 13' East, 341.64 feet to an Iron Pin; said point being on the South right-of-way line of Moffat Road; thence run along South right-of-way line of Moffat Road South 61° 47' East, 689.5 feet to an Iron Pin on the East line of Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West; thence run along the East line of the Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West, South 1° 52' East, 908.9 feet to Railroad Iron being Southeast Corner of the Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West; thence run North 89° 51' West, 1,324.2 feet along South line of Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West to a Railroad Iron, being Southwest corner Northwest Quarter of Northwest Quarter, Section 33, Township 3 South, Range 2 West; thence run along West line of Section 33, Township 3 South, Range 2 West, North 1° 50' West, 1,036.7 feet to point of beginning; containing 31.6 acres, more or less.

LESS AND EXCEPT:

COMMENCING AT AN IRON CASTING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA THENCE RUN SOUTH 01°-47'-18" EAST AND ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY; THENCE RUN SOUTH 89°-31'-05" EAST A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF STEINER ESTATES AS RECORDED IN MAP BOOK 68, PAGE 42 OF THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 01°-47'-18" EAST A DISTANCE OF 343.27 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 939.62 FEET, A DELTA OF 16°-46'-41", A CHORD BEARING OF SOUTH 6°-36'-03" WEST, AND A CHORD LENGTH OF 274.17 FEET; THENCE RUN SOUTHWESTWARDLY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32 ; THENCE RUN NORTH 01°-47'-18" WEST A DISTANCE OF 614.92 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 0.48 ACRES, MORE OR LESS.

AND

Commencing at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W, Mobile County, Alabama for the point of beginning of the property herein described; thence run N 01°-23'-10" W, along the West line of said Section 33, 324.48' to a point on the West right of way line of Middle Ring Road Extension; thence run in a Southeastwardly direction along the West right of way line of Middle Ring Road Extension 345.67' to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W; thence run Westwardly along the South line of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W, 109.55' to the point of beginning.

EXHIBIT "A"

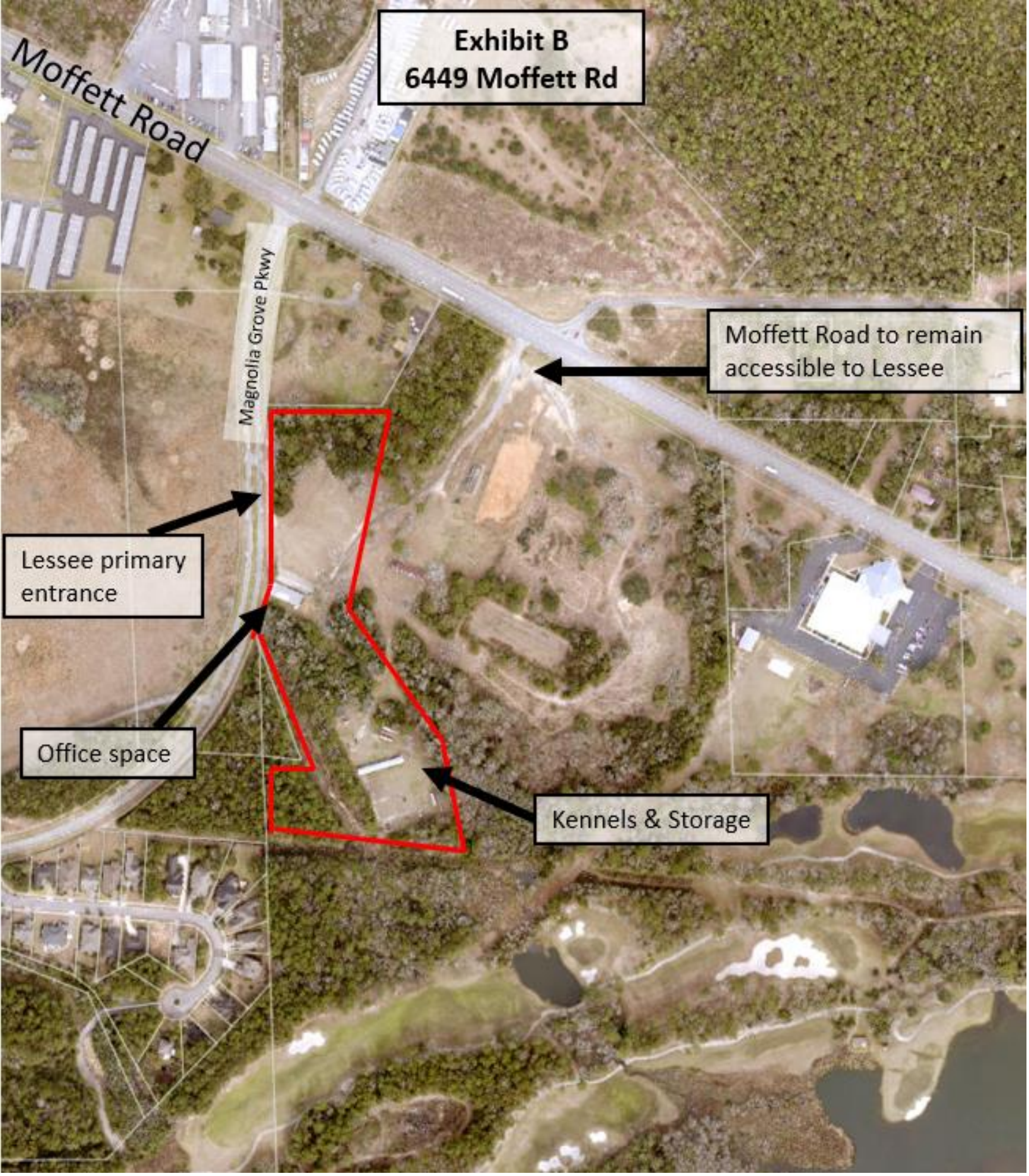
Exhibit B
6449 Moffett Rd
Moffett Road
Magnolia Grove Pkwy
Moffett Road to remain accessible to Lessee
Lessee primary entrance
Office space
Kennels & Storage

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

THIS LEASE AGREEMENT ("the Lease") is made and entered into effective as of the date of full execution, by and between the CITY OF MOBILE, ALABAMA, a municipal corporation ("the City"), as Lessor, and MOBILE COUNTY, ALABAMA, a body corporate and politic and a political subdivision of the State of Alabama ("the County"), as Lessee, for the use and benefit of the Sheriff of Mobile County, Alabama ("the Sheriff") and the Sheriff's Posse ("the Posse"):

WITNESSETH:

WHEREAS, the City owns real property located at 6449 Moffett Road, more fully described in Exhibit A attached hereto, currently leased to the Posse through a Lease Agreement executed on July 20, 2004 (the "2004 Lease"); and

WHEREAS, the Posse no longer desires to or has any need to lease the premises which are the subject of the 2004 Lease, and the County wishes to lease the Southwest portion thereof for use by the Sheriff for non-equestrian purposes; and

WHEREAS, in consideration of this Lease, and to the mutual benefit of the parties, the City and the County, with the agreement of the Sheriff, agree to terminate the 2004 Lease and, in lieu thereof, to enter into the following Lease of the Southwest portion of the property as shown on Exhibit B attached hereto (the "Leased Premises"):

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do hereby agree as follows:

1. **Premises and Demise.**

A. Lessor leases and lets the Leased Premises unto the Lessee, together with the rights, privileges, easements, and appurtenances thereunto appertaining, for and during the term hereof, upon the terms and conditions hereinafter set forth.

B. The parties hereby terminate the 2004 Lease, attached for reference as Exhibit C, and the Lessee, with the concurrence of the Sheriff, represent and warrant unto the Lessor that they have the requisite authority to so to do.

2. **Condition of Premises**. The Lessee accepts the Leased Premises in their condition as of the commencement of the term of this Lease, **AS IS**. No representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation on its use, nor shall the rent hereunder be withheld, diminished or abated on account of any defect or limitation on use.

3. **Term.** The initial term of this Lease shall be for a period of one (1) year. The Lessor shall allow the Lessee full access, 24 hours a day, seven days a week, to the Premises. If the Lessee shall remain in possession of the Premises after the expiration of the initial term, such possession shall be as a month-to-month tenant; and during such month-to-month tenancy, rent shall be payable on a pro rata basis at the same rate as that in effect during the preceding term, and the provisions of this Lease (except those as to the Lease term) shall be applicable.

4. **Rent.** The Lessee agrees, binds and obligates itself, its successors and assigns, to pay to the Lessor annual rent of Sixty Dollars ($60.00), payable within 30 days of the effective date.

5. **Use of Premises.**

A. During the term of this Lease and any renewal thereof, the Lessee shall permit the use and occupancy of the Leased Premises, and the structures and fixtures erected as of the effective date, by the Sheriff solely for the purpose of training the Sheriff's deputies and training and housing dogs used in the Sheriff's K-9 patrol units. The Lessee shall not use the Leased Premises or permit the same to be used for any other purpose or purposes without the prior written consent of the Lessor. Nothing contained in this subpart or in any other part of this Lease shall be construed as a representation or warranty that the Premises is suitable for such use or that they can be used for such purpose without violating any existing or future law or regulation.

B. Lessee will be solely responsible for the procurement, maintenance and compliance with all federal, state, and local permits, licenses, codes, ordinances, and other authorizations required for the use of the Leased Premises and the improvements thereon, and nothing herein contained shall be construed as relieving the Lessee of such duty.

6. **Repairs and Improvements.** Lessee shall not erect any permanent structures and shall make no improvements, alterations or additions to the Leased Premises without the prior written consent of Lessor, which consent shall be granted or withheld in City's sole discretion but shall not be unreasonably withheld. Any and all such improvements, alterations or additions shall be performed in a good and workmanlike manner and in compliance with applicable governmental rules and regulations, at Lessee's expense. Any such permanent improvements will become the property of the Lessor without any reimbursement by Lessor to Lessee at the expiration or termination of this Lease, with the exception of such additions that are usually classified as furniture and temporary structures. Said furniture and temporary structures shall remain the property of Lessee.

At all times that third party consultants and contractors are working on the Leased Premises, said contractors shall be licensed to do business in the State of Alabama and shall maintain in full force and effect the following liability and comprehensive insurance:

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

3. Borrowed Servant/Alternate Employer endorsement in favor of City.

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 Consultant or Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover 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. Professional Liability Insurance (Architects and Engineers only):

1. Projects $0 - $1,000,000 / $2,000,000 annual aggregate
   Projects over $1,000,000 to be determined by Owner

F. Builders Risk Insurance (Contractors only):

1. The Contractor shall carry for the Lessor, itself, and all Subcontractors Builder's Risk Insurance to cover the full amount of the Contract during construction, fabrication or erection of any equipment. Such coverage shall be written on "All Risk" basis.

All endorsements listed below are required and must be listed separately on an endorsement page attachment to the certificate of insurance.

Additional Insured – 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 Lessor and shall name the Lessor as Additional Insured.

Certificates of Insurance – 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 Lessor.

Prior to commencement of the Work, Lessee shall deliver to the Lessor 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 Lessor.

7. **Utility Service.** The Lessee shall, at its sole cost and expense, arrange for all necessary utility services to the Leased Premises, and shall pay for all water, sewage service charges, fuel, oil, electricity, power, steam and gas used in or at the Leased Premises for any purpose. MCSO shall also pay any assessments for paving and sewers, or the like, levied against the Leased Premises during the Lease term.

8. **Reserved.**

9. **Insurance.**

A. During the term of the Lease, the Lessee will provide and maintain (at Lessee's sole cost and expense) insurance policies insuring Lessor and naming Lessor as an additional insured against all claims (including all costs and expenses of defending same) for the loss of life or injuries to persons or property occurring upon, in or about the Premises, in the following amounts:

GENERAL LIABILITY – PREMISES/OPERATIONS:

Bodily Injury	-	$1,000,000 each person
Property Damage	-	$ 500,000 each occurrence

B. Upon execution of this Lease, Lessee shall deliver to Lessor certificates of insurance evidencing coverages required hereunder.

C. Not less than fifteen (15) days prior to the expiration date of each policy or policies theretofore furnished or carried pursuant to the provisions of this Lease, Lessee shall deliver to Lessor an endorsement or other written evidence of insurance in substitution thereof evidencing the renewal of such policy or policies about to expire.

D. Lessee shall not knowingly do or permit any matter or thing to be done on or about the Leased Premises which may violate any policy of insurance referenced in this paragraph.

E. All such policies of insurance required hereunder shall be in responsible companies satisfactory to City, duly authorized to transact business in the State of Alabama. City may at

reasonable intervals cause the Leased Premises and the insurance policies to be examined to determine if Lessee is carrying sufficient insurance as required hereunder.

10. Subletting and Assignment. Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased Premises or any of the improvements that may now or hereafter be constructed or installed upon the Premises. Lessor shall have the right to assign or transfer its respective right, title and interest in and to this Lease without the consent of Lessee.

11. Unlawful Use of Premises. The Leased Premises shall not be used for any unlawful purpose nor in violation of any federal, state or municipal statutes, laws or ordinances.

12. Default. The happening of any one or more of the following events shall constitute a default hereunder, viz: (a) the levy of execution or other legal process after an unsatisfied final judgment against Lessee by a court of competent jurisdiction upon the interest of Lessee in the Leasehold estate herein created; (b) the adjudication of Lessee as a Debtor under the Bankruptcy Code; (c) the commencement of any case against Lessee under the Bankruptcy Code, and (i) an order of the court preventing the Lessee to continue to conduct the Lessee's business on the Leased Premises, or (ii) an order of the court to an interim trustee to take possession of the Leased Premises and to operate the business of the MCSO thereon, or (iii) the appointment of a trustee or interim trustee, and the failure of the court to insure that the trustee's or interim trustee's performance under this Lease will give the City the full benefit of City's bargain; (d) the making of a general assignment by Lessee for the benefit of its creditors; (e) the appointment of a receiver of all of the property of the Lessee after a hearing by a court of competent jurisdiction; (f) the failure of the Lessee to pay any installment of rent hereunder on the due date hereof; and (g) the failure of the Lessee to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed.

13. Remedies Upon Default.

In the event of default by Lessee as provided in the preceding paragraph, Lessor shall have the right, at its option:

A. To cancel and terminate this Lease and immediately re-enter and repossess the Leased Premises, or

B. To demand immediate possession of the Leased Premises without annulling this Lease.

14. Landlord's Lien. Lessor shall have a first lien upon all improvements and all Leasehold furnishings and all of Lessee's equipment and furniture situated on the Leased Premises to secure Lessor in the performance of Lessee's obligations hereunder. Lessor, however, agrees that its landlord's lien is and shall be subordinate to any purchase money lien or security interest of a third party on any such improvements, Leasehold furnishings, equipment or furniture, and

subordinate to the rights of any third party who leases such improvements or leasehold furnishings to Lessee.

****

15. Eminent Domain.

(a) Should the Premises be condemned (or sold under threat of condemnation) in their entirety in the exercise of the power of eminent domain, or should the premises be partially condemned (or partially sold under threat of condemnation) but to such an extent as to render the same unfit or unsuitable for use by the Sheriff, then and in either such event, this Lease shall be automatically terminated and of no further force and effect.

(b) Should the Premises be partially condemned in the exercise of the power of eminent domain (or a part sold in lieu thereof) and should the remaining portion of the Premises be fit or suitable for use by the Sheriff, then this Lease shall continue in full force and effect and there shall be a reduction in the rentals herein reserved proportionate to the portion of the Premises so taken for the balance of the term hereof.

(c) All awards made by the condemning authority, or compensation made or paid by such authority in lieu of condemnation, shall belong exclusively to City, and the County hereby waives any and all right or claim to any such award or proceeds.

16. Waste. The County shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any person. The County shall, at the County's sole cost and expense, comply with all the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

17. Successors. The provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, except that same shall not be binding upon any mortgagee of the Premises or City's interest therein, nor upon any assignee of this Lease which holds the Lease merely as collateral security for any obligation of City to such assignee, unless and until any such mortgagee or assignee shall foreclose or purchase City's Lease or shall take an absolute assignment of this Lease.

18. Quiet Enjoyment. The County, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the term of this Lease peaceably and quietly enjoy the Premises without any disturbance from City or from any other person claiming through City.

19. County's Additional Covenants. In addition to the other covenants contained in this Lease, the County covenants with the City as follows:

(a) The County shall deliver and surrender to City possession of the Premises upon expiration of this Lease, or its earlier termination, in as good condition and repair as the same shall be at the commencement of the term of this Lease, ordinary wear and tear excepted. The County also shall, prior to the expiration or earlier termination of this Lease, remove all property of the County and all alterations, additions and improvements made to or installed on the Premises by the County and shall restore the Premises to the condition in which they were prior to the installation of the articles so removed. In no event shall any written consent given by City regarding the installation or construction by the County of any such alterations, additions or improvements pursuant to paragraph 6 hereinabove constitute or be deemed to include a waiver by City of the County's obligations as specified in the preceding sentence. The County's obligation to observe or perform the covenants contained in this subpart 19(a) shall survive the expiration or termination of this Lease.

(b) All property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the County, and City shall not be liable to the County or any other person for any injury, loss or damage to property or to any person on the premises.

20. Right of Inspection. During the term of this Lease, City shall have the right, at reasonable times and upon reasonable notice to the County, to enter the Premises for the purpose of inspecting the Premises.

21. Notices. All notices required hereunder shall be in writing and delivered either personally or by certified mail, return receipt requested. If mailed, all notices shall be addressed as follows:

To the City:

City of Mobile,
Attention: Real Estate Department
Post Office Box 1827
Mobile, Alabama, 36633-1827
To the County:

County Administrator
Eighth Floor – South Tower
205 Government Street
Mobile, Alabama 36644

22. Severability. If any provision of this Lease shall be declared invalid or unenforceable, the City and the County intend and represent that such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Lease.

23. Entire Agreement. This Lease is intended to embody the entire agreement between the parties hereto and shall not be altered, changed or amended, except by instrument in writing, signed by the parties hereto.

24. Headings. Headings and titles of paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor limit, define, or describe the scope or intent of this Lease.

25. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Alabama.

26. Counterparts. This Lease is executed in multiple counterparts, each of which shall constitute an original for all purposes.

27. Nondiscrimination. The County agrees that it will not, in the use of the Premises, discriminate against anyone whomsoever because of race, religion, color, sex, national origin, disability or age.

28. Release of Liability. City shall not be liable for any loss or damage to any person(s) or property, including the person(s) and property of the County, its guests, invitees, sub-lessees, successors and assigns, occasioned by theft, the acts of any co-tenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, terrorists action, injunction, riot, strike, insurrection, picketing, mob action, bombing, explosion, war, court order, latent defects, requisition or order of governmental authority, the construction, repair, maintenance or alteration of any part of the Premises, or any other cause whatsoever unless due to negligence or willful acts of the City.

29. Termination. During the Initial Term, either party can terminate this Lease by providing six (6) month written notice to the other party. After the initial one (1) year term, either party can terminate the lease by providing a thirty (30) day written notice to the other party.

30. No Partnership Created. Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and the County.

31. No Third-Part Benefit. The parties enter this Lease for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, the City and County have executed this Lease, and the Sheriff has acknowledged it, as of the above effective date:

CITY OF MOBILE, ALABAMA, a Municipal Corporation,
Lessor

By:_____
Name: William S. Stimpson
Its Mayor

ATTEST:

_____
Its City Clerk

MOBILE COUNTY COMMISSION

Connie Hudson, President

ATTEST: Glenn L. Hodge

Glenn Hodge, County Administrator

ACKNOWLEDGED

Sheriff, Mobile County, Alabama

This instrument prepared by:

Grant Gibson
Assistant City Attorney
City of Mobile
Legal Department
Post Office Box 1827
Mobile, AL 36633-1827
(251) 208-7416

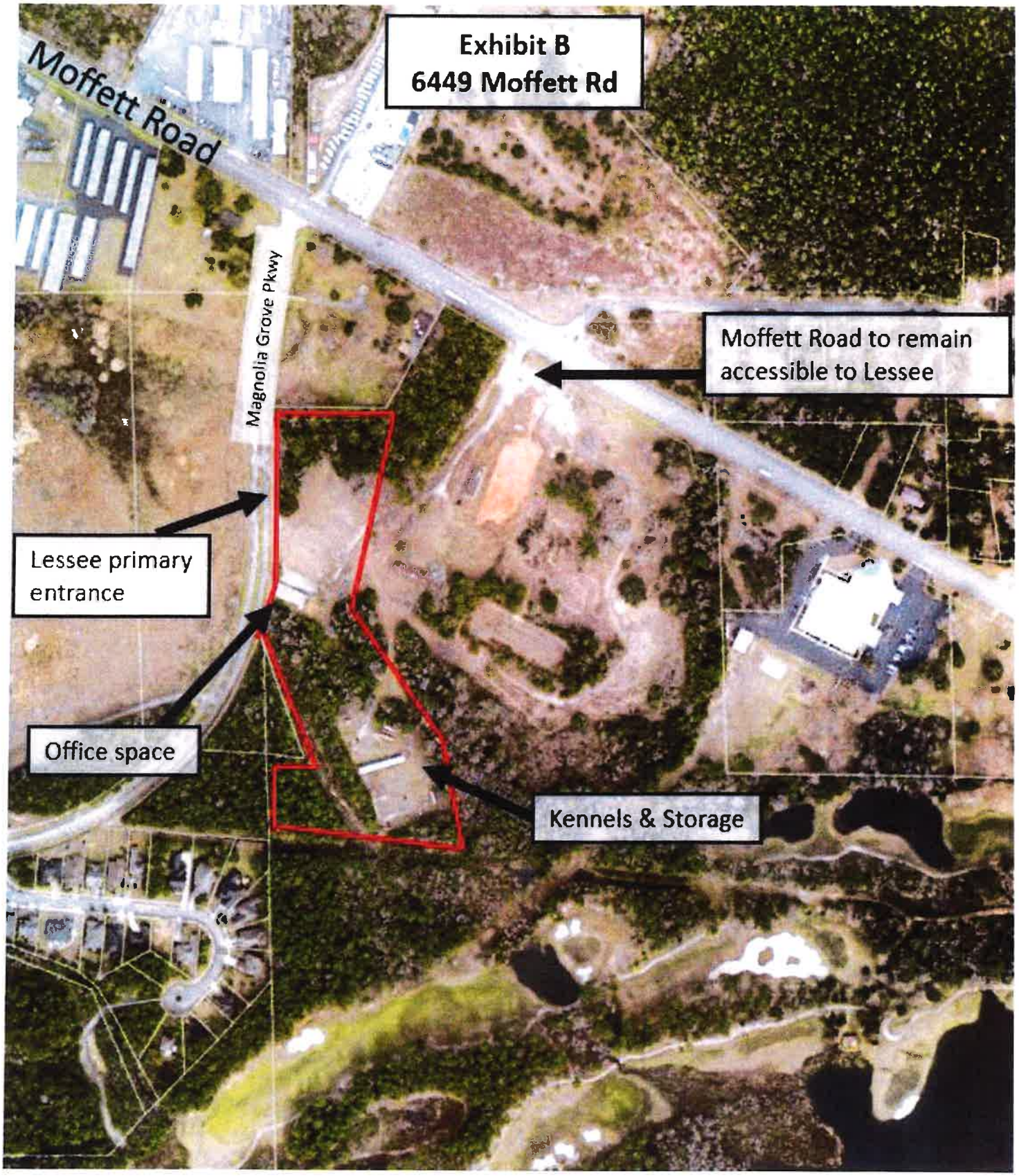
Exhibit B
6449 Moffett Rd
Moffett Road
Magnolia Grove Pkwy
Moffett Road to remain accessible to Lessee
Lessee primary entrance
Office space
Kennels & Storage

MOBICOU-02 RRICHARDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2022

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
Thames Batre' Insurance
PO Box 6989
Mobile, AL 36660

CONTACT NAME: Rhonda Richardson, CISR, CPIW
PHONE (A/C, No, Ext): (251) 643-7059 FAX (A/C, No): (251) 473-9010
E-MAIL ADDRESS: rhonda@thamesbatre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corp.	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mobile County Commission
Attn: Tim Smith
205 Government Street, 8th Flr; S Tower
Mobile, AL 36644-1801

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		GL6676150	12/31/2021	12/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: retention $1,000,000							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			CA6676149	12/31/2021	12/31/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X retention $1,000,000							$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE			XPE4066148	12/31/2021	12/31/2022	AGGREGATE	$ 6,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lease of premises: 6449 Moffet Road, Mobile, AL
Additional Insured provision applies on Primary Basis to General Liability if required by written contract.

CERTIFICATE HOLDER
City of Mobile
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
Bo Mattie

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STATE OF ALABAMA)
MOBILE COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into effective as of the 20th day of July, 2004 ("Effective Date"), by and between the City of Mobile ("City") and the Mobile County Sheriff's Posse ("Posse").

WITNESSETH

WHEREAS, City owns certain real property ("Property") that it has leased to Posse for over twenty-three (23) years;

WHEREAS, Posse made improvements to the Property, and Posse uses the Property for official purposes;

WHEREAS, City desires to restate certain portions of said prior lease and to lease to another party a small portion of the Property in its southeastern corner for the construction and operation of a cell tower, and

WHEREAS, Posse agrees to accommodate said desires of City in this Lease.

NOW THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Premises and Demise. City does hereby demise, lease and let unto Posse the Property, which is more particularly described in Exhibit "A" and shown on Exhibit "B". The Exhibits are incorporated herein and made a part hereof by reference. City warrants that the Exhibits accurately describe the Property as represented to and understood by Posse that the uses of the Property by the Posse will continue undisturbed and that the cell tower will be constructed in the southeastern corner of the Property and without causing disturbance to Posse. In accordance with this Lease, the parties hereby agree to terminate a certain prior lease agreement for the Property dated January 1, 1981.

2. Term and Termination.

(a) The initial term of this Lease shall be for a period of ten (10) years, commencing October 1, 2004, and shall renew automatically for successive terms, each of which having a period of ten (10) years, unless terminated pursuant to subsection (b) of this section on Term and Termination.

(b) This Lease may be terminated by either party upon eighteen (18) months written notice. In addition, either party may terminate this Lease at the expiration of the initial or any successive term, as defined in subsection (a) of this section on Term and Termination, upon written notice to the other party on a date that is no less than eighteen (18) months from the date of expiration.

3. **Rent.** Posse shall pay City annual rent for the Property in the amount of one hundred dollars and 00/100 ($100.00). Each annual rent payment shall be due and payable on the first day of each year of the initial or any successive term.

4. **Quiet Use and Enjoyment.** Posse may use the Property for any official purpose, including but not limited to employee training, training of law enforcement canines, horse shows, training of law enforcement horses, meetings and functions. City hereby covenants that Posse shall have the quiet use and enjoyment of the Property throughout the initial and any successive term of this Lease.

5. **Improvements.** City acknowledges that Posse made improvements to the Property, including but not limited to constructing a Training Center, K-9 Facility and Horse Arena and Clubhouse. All improvements made to the Property by Posse shall be and remain the property of Posse. Upon the termination of this Lease, Posse shall have the right to remove any improvement from the Property.

6. **Indemnity.** Posse shall indemnify and hold harmless City from any liability, loss, claim, damage, expense, cost or cause of action that City may be subject to or required or ordered to pay as a result of any negligent or wrongful act or omission: (a) that is caused by the use of the Property by Posse and (b) that is not the result of and does not arise from any negligent or wrongful act or omission of City. Nothing contained in this Lease shall be deemed to constitute a waiver by Posse of sovereign immunity, state-agent immunity or any statute of constitutional limits on damages awardable against Posse under the laws of the State of Alabama.

7. **Payment of Expenses and Other Charges.** Posse shall pay all expenses, utilities and other charges for which Posse is responsible.

8. **Subletting and Assignment.** Posse shall not assign or sublet any part of the Property without the written consent of City, which City shall not unreasonably withhold.

9. **Default.** An event of default shall be upon the occurrence of a breach of this Lease by either party. A breach of this Lease shall occur ninety (90) days after the party in breach receives a written notice specifying the breach and does not cure it. Upon the occurrence of an event of default, the party not in default may terminate this Lease immediately.

10. **Notices.** Any notice required or allowed to be delivered in this Lease shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as set forth below. or at such other address as shall have been specified by written notice:

(a) If to City:
City of Mobile
Attention: Real Estate Department
Post Office Box 1827

Mobile, Alabama 36633-1827

(b) If to Posse:
Mobile County Sheriff's Posse
Attention: Attorney for the Sheriff of Mobile County
Post Office Box 113
Mobile, Alabama

11. Severability. Any determination by a court of competent jurisdiction that any provision of this Lease is illegal, void or unenforceable, shall not adversely affect the enforceability of any other provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the Effective Date.

CITY OF MOBILE

ATTEST:

Its City Clerk

By: Michael C. Dow
Its: Mayor

MOBILE COUNTY SHERIFF'S POSSE

By: John Bogle, on behalf of the Mobile County Sheriff's Posse and not in his personal capacity

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Michael C. Dow, whose name as Mayor of the City of Mobile, and Glenda Morgan, whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers and

with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal of office this 20th day of July, 2004.

(SEAL)

Mary Ann Merchant
Notary Public
State of Alabama At Large
My Commission Expires: 9-29-04

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that John Bogle, whose name as the representative of the Mobile County Sheriff's Posse, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, he, in this capacity and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 15th day of June, 2004.

(SEAL)

Frances H. Burke
Notary Public
State of Alabama At Large
My Commission Expires: 12/19/2004

This instrument prepared by:
John L. Lawler
Assistant City Attorney
City of Mobile
Legal Department
Post Office Box 1827
Mobile, AL 36633-1827
(251) 208-7348

Exhibit "A"

[Attached Hereto]

Beginning at the Northwest corner of Section 33, Township 3 South, Range 2 West; run thence South 1° 50' East, 300 feet to a point on the West line of Section 33, Township 3 South, Range 2 West for a point of beginning; thence run South 89° 52' East 379.3 feet to an Iron Pin; thence run South 61° 47' East, 200 feet to an Iron Pin; thence run North 28° 13' East, 341.64 feet to an Iron Pin; said point being on the South right-of-way line of Moffat Road; thence run along South right-of-way line of Moffat Road South 61° 47' East, 689.5 feet to an Iron Pin on the East line of Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West; thence run along the East line of the Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West, South 1° 52' East, 908.9 feet to Railroad Iron being Southeast Corner of the Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West; thence run North 89° 51' West, 1,324.2 feet along South line of Northwest Quarter of Northwest Quarter of Section 33, Township 3 South, Range 2 West to a Railroad Iron, being Southwest corner Northwest Quarter of Northwest Quarter, Section 33, Township 3 South, Range 2 West; thence run along West line of Section 33, Township 3 South, Range 2 West, North 1° 50' West, 1,036.7 feet to point of beginning; containing 31.6 acres, more or less.

LESS AND EXCEPT:

COMMENCING AT AN IRON CASTING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA THENCE RUN SOUTH 01°-47'-18" EAST AND ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY; THENCE RUN SOUTH 89°-31'-05" EAST A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF STEINER ESTATES AS RECORDED IN MAP BOOK 68, PAGE 42 OF THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 01°-47'-18" EAST A DISTANCE OF 343.27 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 939.62 FEET, A DELTA OF 16°-46'-41", A CHORD BEARING OF SOUTH 6°-36'-03" WEST, AND A CHORD LENGTH OF 274.17 FEET; THENCE RUN SOUTHWESTWARDLY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 275.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 32 ; THENCE RUN NORTH 01°-47'-18" WEST A DISTANCE OF 614.92 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 0.48 ACRES, MORE OR LESS.

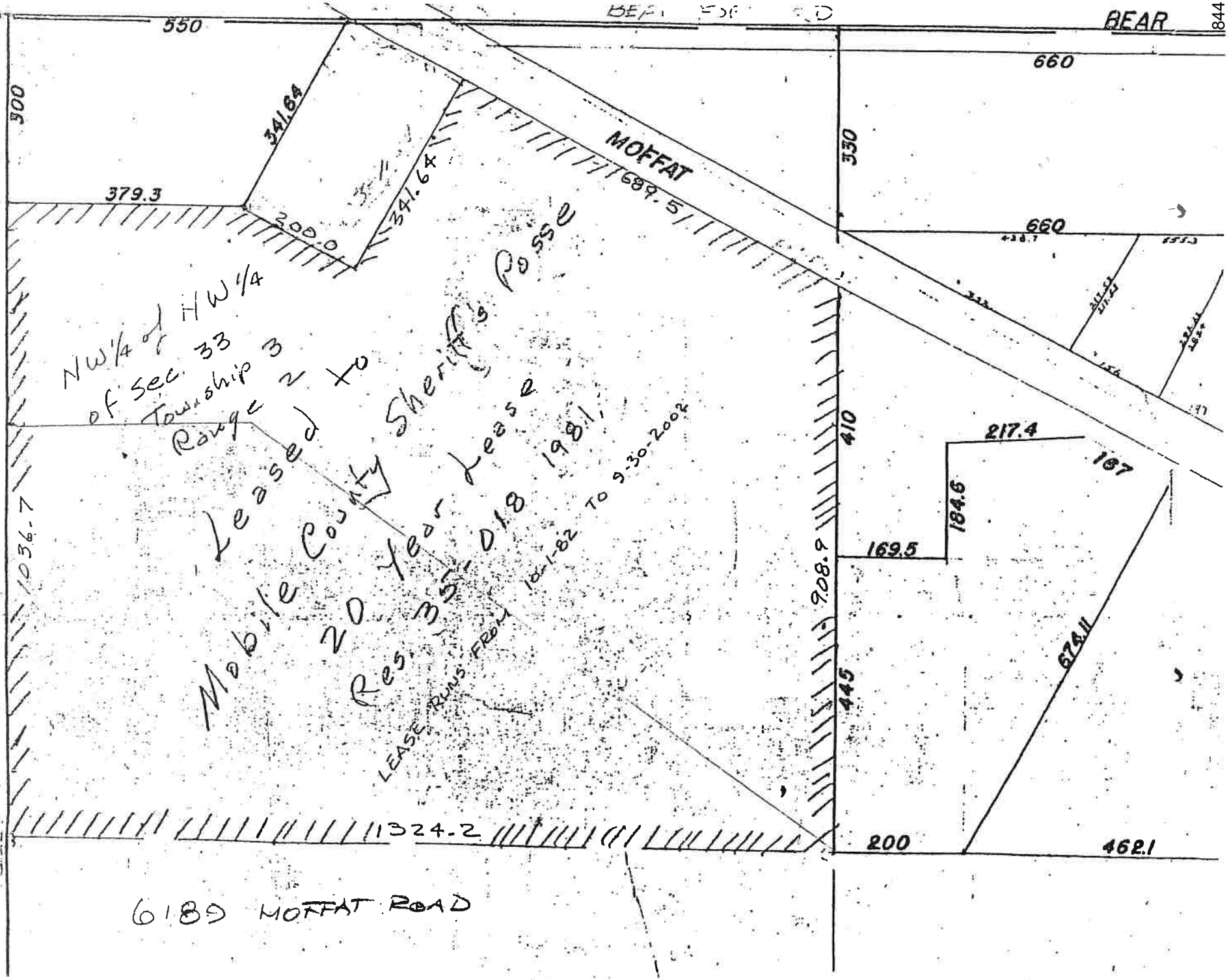
AND

Commencing at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W, Mobile County, Alabama for the point of beginning of the property herein described; thence run N 01°-23'-10" W, along the West line of said Section 33, 324.48' to a point on the West right of way line of Middle Ring Road Extension; thence run in a Southeastwardly direction along the West right of way line of Middle Ring Road Extension 345.67' to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W; thence run Westwardly along the South line of the Northwest 1/4 of the Northwest 1/4 of Section 33, T3S, R2W, 109.55' to the point of beginning.

EXHIBIT "A"

Exhibit "B"

[Attached Hereto]


BEAR
550
660
500
341.64
341.64
MOFFAT
689.5
330
379.3
200.0
660
NW1/4 of HW1/4
of Sec. 33
Township 3
Range 2 E
Leased to
Mobile County Sheriff's Posse
20 Year Lease
Res. 35-D18 1981
10-1-82 To 9-30-2002
LEASE RUNS FROM
1036.7
410
217.4
167
184.6
169.5
908.9
445
674.11
1324.2
200
462.1
6189 MOFFAT ROAD
EXHIBIT "B"
844

87-036 2004

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT THEREOF WITH THE MOBILE COUNTY SHERIFF'S POSSE

Sponsored by: Mayor Michael C. Dow

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be leased to the Mobile County Sheriff's Posse:

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Lease Agreement for the property shown above.

SECTION THREE: Said Lease Agreement is by reference made a part of this Ordinance as fully as it set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance in accordance with the terms and conditions set forth in Resolution No. 40-342, adopted April 15, 1986.

Adopted: JUL 20 2004

Glenda A. Morgan
City Clerk

L:\Cycom32\WpDocs\D030\P001\00009578.DOC

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Submitted by:

Lisa C. Lambert, City Clerk

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	10/5/2022 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/11/2022

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2022 - 9:08 AM

41-910 **2022**

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND PROPOSED AMENDMENT TO SECTION 64.3.1, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENT TO APPENDIX A, DOWNTOWN DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

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City Clerk