AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, February 14, 2023, 10:30 AM

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

   Adam Lineberry, Redeeming Eden

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   February 7, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of James and Lissa Watkins for a waiver of the Noise Ordinance at 103 Lanier Avenue on February 18, 2023, from 8:00 p.m. - 10:00 p.m. (District 1).

   Request of Zach Zbinden for a waiver of the Noise Ordinance at 158 N. Broad Street on February 9-21, 2023, from 10:00 a.m. - 10:00 p.m. (District 2).

   Request of Jermaine Gaines for a waiver of the Noise Ordinance at 565 Government Street on February 18-21, 2023, from 10:00 a.m. - 9:50 p.m. (District 2).

   Request of United Way of Southwest Alabama for a waiver of the Noise Ordinance at Mardi Gras Park on March 10, 2023, from 11:00 a.m. - 3:00 p.m. (District 2).

   Request of Callaghan's Irish Social Club for a waiver of the Noise Ordinance at 916 Charleston Street on March 18, 2023, from 11:00 a.m. - 10:00 p.m. (District 2).

Request of North Monterey Association for a waiver of the Noise Ordinance on N. Monterey Street (Dauphin St. to Old Shell Rd.) on April 22, 2023, from 6:00 p.m. - 11:00 p.m. (District 2).

Request of Danielle Simpson for a waiver of the Noise Ordinance at Cooper Riverside Park on August 26, 2023, from 7:00 a.m. - 3:00 p.m. (District 2).

Request of Johanne Carroll for a waiver of the Noise Ordinance at 254 S. Broad Street on February 19, 2023, from 12:00 p.m. - 5:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1816 Toulmin Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1342 Congress Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 922 S. Hamilton Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 7131 2nd Street a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Visit Mobile - Provide a preview of the new "History Pillar" video.

Adam Lineberry - Introduce his ministry, Redeeming Eden and discuss its benefits for the citizens of Mobile.

Thomas Mitchell - Committee meetings, citizen engagement, social service spending, and abuse of power.

Ryan McMillan - Abuse of power, and education for citizens who can be, but not limited to elected officials.

Bridgette Goode - Request a community park and comments about Heroes Park.

Reggie Hill - Formal request for settlement regarding transactional matters between the City and "S4TF", Public Safety Committee meeting, and Committee of the Whole meeting.

12. CIP RESOLUTIONS HELD OVER

21-149 Authorize contract with Parten Smith, Inc. for 2023 CIP City wide sidewalk repair & maintenance; $1,911,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson)

(submitted by Nick Amberger, Engineering Dept.).

13. RESOLUTIONS HELD OVER

01-106 Authorize a project agreement between the City and Adams Street Property, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-150 Authorize agreement with Qwally, Inc. to electronically track local small and disadvantaged business participation with City contracts; $81,000 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Archnique Kidd, Supplier Diversity).

01-151 Authorize Consulting Service Agreement with John Hoggard, d/b/a Utility Planning Network (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-152 Approve purchase order to UJ Chevrolet Co., Inc. for Chevrolet Tahoe for Public Safety Dept.; $65,190.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-153 Approve purchase order to Cellebrite, Inc. for forensic software renewal for MPD; $217,841.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-154 Approve purchase order to Toter, LLC for garbage cart lids, and wheels; $62,578.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-155 Approve purchase order to Joe Bullard Chevrolet for 2 Chevrolet Tahoes; $118,146.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-156 Approve purchase order to Tameron CDJRF, LLC for Dodge Ram Crew-Cab Pickup Truck; $65,552.22 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-157 Approve purchase order to Hammco Tree Service for removal of various trees and stumps; $102,585.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-158 Approve purchase order to CDW Government, LLC for Milestone Xprotect video management software for MPD; $19,341.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-159 Transfer funds from the General Fund Unassigned Fund Balance to Capital Improvement Fund for improvements at 200 Government Street; $1,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Admin.).

21-160 Authorize contract with Thompson Engineering, Inc. for S. McGregor Ave. widening (Airport Blvd. to Dauphin St.) $1,547,335.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-161 Authorize contract with Engineered Cooling Services, LLC for chiller service and maintenance at various City locations; $207,000.00 first year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-162 Authorize contract with Geotechnical Engineering Testing, Inc. for 2022 PAYGO resurfacing; $24,858.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-163 Authorize contract with Corporate Environmental Risk Management, LLC for engineering services for 2022 PAYGO resurfacing; $90,500.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-164 Approve the Equal Employment Opportunity Program for the Wave Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-165 Approve the Public Transportation Agency Safety Plan for the Wave Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-166 Authorize Settlement Agreement and Release of Claims; Haynes (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

09-007 Ordinance repealing Chapter 28, Article VI of the Mobile City Code, and dissolving the "Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-008 Ordinance dissolving the "Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-009 Ordinance dissolving the "City of Mobile Citizens' Budget and Finance Advisory Committee" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

09-010 Ordinance dissolving the "Public Transit Advisory Committee" (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-167 Authorize a grant application to the Alabama Department of Environmental Management, funded by the Gulf of Mexico Energy Security Act for Litter Trap Fund Program; $210,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-168 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Family Dollar Store #28882, 4726 Moffett Rd. (sponsored by Councilmember Penn).

37-169 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License for Family Dollar Store #30152, 408 N. Broad Street (sponsored by Councilmember Carroll).

37-170 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Family Dollar Store #224765, 1281 A Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-171 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Family Dollar Store #32977, 415 Azalea Rd. (sponsored by Councilmember Daves).

37-172 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Roll With It, 5045 Cottage Hill Rd. (sponsored by Councilmember Reynolds).

40-173 Declare the structure at 1816 Toulmin Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-174 Declare the structure at 1342 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-175 Declare the structure at 922 S. Hamilton Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-176 Declare the structure at 7131 2nd Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

58-177 Declare weeds noxious, Group 1640.

58-078 Assess costs for removal of weeds, Repeat Weed Lien Group 58.

60-179 Approve award of special bonus to the Public Works at Large Employee of the Month; Goleman (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-180 Approve award of special bonus to the Parks & Recreation Employee of the Month; Lewis (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-181 Approve award of special bonus to the Public Services Employee of the

Month; Bell (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-182 Determine an appropriation to Scarborough Model Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-183 Determine an appropriation to Senior Citizens Services, Inc, d/b/a VIA!, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-184 Determine an appropriation to Hope Boxing Academy serves a public purpose and approve payment (sponsored by Councilmembers Penn and Gregory) (submitted by Rebecca Christian, Accounting Dept.).

60-185 Determine an appropriation to Victory Health Partner, Inc. serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-186 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

37-202 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off premises only) License to Doug's Quick Mart, 4462 Higgins Road (sponsored by Councilmember Reynolds).

16. CIP RESOLUTIONS BEING INTRODUCED

21-187 Authorize contract with Espalier, LLC for design services of combo field improvements at Figures and Trinity Parks; $49,885.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-188 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-189 Approve purchase order to Sunsouth, LLC for John Deere tractor and Alamo machete for Parks & Rec. Dept.; $194,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-190 Approve purchase order to University of South Alabama for Spring 2023 EMT certification course for MFRD; $16,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-191 Approve purchase order to Carrier Corporation for cooling tower for the Civic Center; $118,636.07 (sponsored by Mayor Stimpson) (submitted by John

Paine, Purchasing Dept.).

08-192 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford Explorer; $36,866.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-193 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 pick-up truck; $37,797.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-194 Approve purchase order to Software Vendor for annual forensic software renewal for MPD Cyber Division; $42,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-195 Approve purchase order to Software Vendor for annual software renewal for forensic software for MPD Cyber Division; $50,595.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-196 Authorize contract with American Tennis Courts, Inc. for pickleball and tennis courts improvements at James M. Seals Jr Park; $86,244.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-197 Grant permanent and temporary easements to the Mobile Area Water & Sewer System for Eslava Creek Trunk Sewer Upgrades (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberberger, Eng. Dept., and Carleen Stout-Clark, RE Dept.).

40-198 Authorize the sale of City owned property located at 720 Museum Drive not now needed for public or municipal purposes (Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, Real Estate Dept.).

50-199 Approve Tax Increment Financing District 2 (sponsored by Councilmember Small) (submitted by Michael Linder, Council Attorney).

18. CALL FOR PUBLIC HEARINGS

41-200 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Ten65, LLC to operate a shuttle service (scheduled for February 28, 2023).

41-201 Call for public hearing to rezone property located at 1101 and 1107 Old Shell Road from R-1 and B-2 to B-2 (scheduled for March 14, 2023) (District 2).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/6/2023 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/9/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Watkins	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 10:57 AM

CITY CLERK DEPARTMENT

2023 FEB -2 PM 3:45

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: James and Lissa Watkins
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-476-3020 Cell Number: 251-401-1646

Organization (if applicable) Mobile Carnival Association - Floral Parade Committee

Mailing Address of Applicant 103 Lanier Ave, Mobile 36607

Telephone No. 251-401-1646 E-mail address jwatkins@maynardcooper.com

Location or address of event where amplification will be used:

103 Lanier Ave, Mobile, AL 36607

Date of Event: 2/18/23 Starting Time: 8:00 pm Ending Time 10:00 pm

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

Type of Event: Floral Parade Dinner/Dance

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:2/14/2023

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
Zbinden	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:02 AM

CITY CLERK DEPARTMENT
2023 FEB -6 PM 2:55

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: Zach Zbinden
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-525-3981

Organization (if applicable) _____

Mailing Address of Applicant 10135 Cokman Dairy Rd.

Telephone No. _____ E-mail address zach.d.zbinden@gmail.com

Location or address of event where amplification will be used:
158 N Broad St

Date of Event: 2/9 - 2/21 Starting Time: 10:00 am Ending Time 10 p.m.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Celebration

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

2

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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
Gaines	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 2:04 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: Jermaine Gaines
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-586-7501 Cell Number: 251-307-2407

Organization (if applicable) Gaines Plumbing LLC

Mailing Address of Applicant 712 Lakeside Dr Mobile, AL 36693

Telephone No. 251-586-7501 E-mail address jermainegaines@gainesplumbing.com

Location or address of event where amplification will be used:

565 Government St. Mobile,AL 36602 (Hardee's)

Date of Event: Feb. 18-21, 2023 Starting Time: 10am Ending Time 9:50pm

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

Type of Event: 2023 MARDI GRAS CELEBRATIONS

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
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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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
United Way	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:04 AM

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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.

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Name of Applicant: Justine Bixler
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 431-0134 Cell Number: (251) 458-2887

Organization (if applicable) United Way of Southwest Alabama

Mailing Address of Applicant 233 Woodhill Drive mobile, AL 36608

Telephone No. (251) 431-0134 E-mail address JBixler@UWSWA.org

Location or address of event where amplification will be used:
Mardi Gras Park -104 S Royal Street

Date of Event: 3/10/23 Starting Time: 11:00am Ending Time 3:00pm

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

Type of Event: Employee Dance Off

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:2/14/2023

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
Callaghan's	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:46 AM

CITY CLERK DEPARTMENT

2023 FEB -7 PM 2:04

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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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 Thompson d/o CALLAGHANS IRISH SOCIAL CLUB
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 401 4688 Cell Number: SAME

Organization (if applicable) CALLAGHANS IRISH SOCIAL CLUB

Mailing Address of Applicant 916 Charleston ST 36604

Telephone No. 251 401 4688 E-mail address CALLAGHANSINMOBILE@HOTMAIL.COM

Location or address of event where amplification will be used:
916 Charleston ST

Date of Event: 3/18/23 Starting Time: 11 Am Ending Time 10:30 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: CALLAGHANS ST patricks Day Street Party

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

Music containing obscene language or profanity is prohibited

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Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
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Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Monterey	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:50 AM

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(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: Monterey North Association
PLEASE PRINT ALL INFORMATION
Marian Clarke
Home Phone Number: N/A Cell Number: 251 767 2355

Organization (if applicable) above

Mailing Address of Applicant 1650 Dauphin Street Mobile 36604

Telephone No. above E-mail address marian1650@gmail.com

Location or address of event where amplification will be used:
N. Monterey Street from Dauphin St to Old Shell Rd.

Date of Event: April 22 Starting Time: 6pm Ending Time 10pm
11pm, if given permit

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

Type of Event: Street 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

Music is Blue House Brass Band

CITY CLERK DEPARTMENT
2023 FEB -8 AM 8:45

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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
Simpson	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:52 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(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: Danielle Simpson- Overdose Prevention (MCHD)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-690-8155 Cell Number: 251-454-2000

Organization (if applicable) _____

Mailing Address of Applicant 251 North Bayou Street P.O. Box 2867 Mobile, AL 36652-2867

Telephone No. 251-690-8155 E-mail address dsimpson@mchd.org

Location or address of event where amplification will be used:
Cooper Riverside Park

Date of Event: 8/26/2023 Starting Time: 7:00am Ending Time 3:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Awareness Walk

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

2023 FEB -6 AM 8:58
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/14/2023 - 9:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023 - 2:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023 - 2:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023 - 2:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Visit Mobile	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:56 AM

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Tuesday, February 7, 2023 3:53 PM
To: Emily Gonzalez
Cc: Gauthier, Lana
Subject: RE: Address Council 2/14

I have you on 2/14 agenda

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411

From: Emily Gonzalez <egonzalez@mobile.org>
Sent: Tuesday, February 7, 2023 1:51 PM
To: Carroll Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: Visit Mobile Request for City Council Meeting Preview of History Pillar Video

CAUTION: External Email

Hi Lisa,

Visit Mobile would like to request to appear before the City Council to preview the new History Pillar Video that the team has worked on for nearly a year. It is moving and worth the time to stop and appreciate and share with the council.

Would it be possible to get on the docket on Tuesday, February 14th or Wednesday, February 22nd (we know there won't be a council meeting on Fat Tuesday)?

Thanks so much for letting us know what works best for the council.

Always!

Emily

--

BORN TO CELEBRATE

ACCREDITED DESTINATION MARKETING ORGANIZATION

Emily Eiland Gonzalez, TMP
Vice President of Marketing & Communications

VISIT MOBILE
1 South Water Street, Mobile, AL 36602
Phone: 251-208-2000
Direct: 251-208-2003
Cell: 251-289-0401
Email: EGonzalez@Mobile.org

www.Mobile.org

Facebook | Instagram | Twitter

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lineberry	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 11:57 AM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Adam Lineberry Date: 1/6/2023

Address: 8582 Fernwood Loop North

Phone: 251-753-6691 Email: adaminchrist@gmail.com

Date to Address City Council: 2/14/2023

Subject (must complete): I will be giving the opening prayer and would like to talk about my ministry - Redeeming Eden. I bicycle to and through all the states for addiction recovery awareness

Specific Questions:

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 9:15 AM

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: Thomas mitchell Date: 02-8-2023

Address: 109 south monterey street Mobile, AL

Phone: 251-709-6348 Email cybinisme@outlook.com

Date to Address City Council: 02/14/2023

Subject (must be completed):

* commitee meetings
* Citizen -engagement
* social service spending
Abused of power

Specific Questions: Education high school Diploma
Race issue across the world
Disablity Right Adn Right
Regarding dis Matter civil Right
Abused of Power

Signature: Thomas Mitchell

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McMillan	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 9:17 AM

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: Ryan McMillan Date: 02/08/2023

Address: 109 South Monterey St. Mobile AL 36604

Phone: (251)709-6348 Email cybinisme@icloud.com

Date to Address City Council: 02/14/2023

Subject (must be completed): Abuse of Power

Education For Citizens whom are/can be but not limited to elected officials

Specific Questions: Yes

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Goode	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 9:18 AM

CITY CLERK DEPARTMENT
2023 FEB -9 AM 9:05

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: Bridgette Goode Date: 2/9/23

Address: 7236 L&N Circle 36582

Phone: 251.288.2781 Email Bridgette.goode@yahoo.com

Date to Address City Council: 2/14/23

Subject (must be completed): Asking for a Community Park and to look at Hero's Park.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 2:05 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, February 9, 2023 10:08 AM
To: Gauthier, Lana
Subject: 2/14 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to next week's Agenda. I will address the following:

* Formal request for settlement regarding transactional matters between the City of Mobile and "S4TF"
* Formal request for Public Safety Committee Meeting
* Formal request for Committee Meeting of the whole.

Thank you, for your attention to these urgent concerns. Your professionalism and contribution to our City is greatly appreciated.

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"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:2/14/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C J Small, Ben Reynolds, Joel Daves, Scott Jones, and Gina Gregory

Purpose and Scope of Project:

To accept contract with Parten Smith, Inc. for City Wide Sidewalk Repairs & Maintenance.

Amount of Contract:

$1,911,000.00

Funding Source

Project # SDW23 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4268

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/19/2023 - 12:06 PM
Capital	Rhodes, Brenda	Approved	1/19/2023 - 1:09 PM
Legal	Kern, Chris	Approved	1/31/2023 - 12:39 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:11 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2023 City Wide Sidewalk Repair & Maintenance;
COM Project # 2023-3005-01
PROJECT #: SDW23 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Sidewalk Repair and Maintenance

CONTRACT AMOUNT: $1,911,000.00

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

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** 1/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Members Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

WHEREAS, bids for sidewalk repairs and maintenance for districts 1-7 were received and opened on December 7, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Parten Smith, Inc., in the amount of $1,911,000.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Parten Smith, 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: Parten Smith, Inc.

Project Name: 2023 City Wide Sidewalk Repair & Maintenance (D1-7)

Project Number: 2023-3005-01

Amount: $1,911,000.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

PROJECT NO. 2023-3005-01

BID DATE – DECEMBER 7, 2022

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Tax Exemption ..... Attachment F

Rubberized Speed Cushions ..... Attachment G

ITEM I
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, December,7 2022 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-01
Project:	2023 City Wide Sidewalk Repair & Maintenance
Project Description:	Sidewalk and Ramp Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars ($25.00). 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 December 5, 2022.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, November, 30, 2022 at 2:00 P.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 provisions 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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2023-3005-01**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 13TH, 20TH, AND 27TH, 2022.

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 $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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE**, City of Mobile Project No. **2023-3005-01**, 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 ensure 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.

ADDENDUM NO. 1

2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

CITY OF MOBILE PROJECT NO. 2023-3005-01
BID DATE: DECEMBER 7, 2022
ADDENDUM NO. 1
ISSUED: DECEMBER 1, 2022

THE CONTRACT DOCUMENTS SHALL BE CHANGED AS FOLLOWS:

1. **REPLACE ITEM III, PROPOSAL**, IN ITS ENTIRETY WITH THE ATTACHED BID PROPOSAL
2. **REPLACE ATTACHMENT "E" SIGN DETAIL**, IN ITS ENTIRETY WITH THE ATTACHED ATTACHMENT "E" SIGN DETAIL.

Note: Pay items and quantities were revised. The sign detail was revised to list all Councilpersons.

We, as duly authorized representatives of Parten Smith Inc (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Signature

12-07-2022
Date

Robert Parten SR
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 1

ADDENDUM NO. 1

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12-07-2022

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 Name: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
Project No: 2023-3005-01
Project Description: **Sidewalk and Ramp Repair**
Major work items include: **Concrete construction**

The Bidder further agrees to construct the improvements in **330** 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 December 5, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ADDENDUM NO. 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
201A-000	Clearing and Grubbing	2.00	Acre	$1000	One Thousand DOLLARS No CENTS	$2000
206C-000	Removing Concrete Sidewalk (Incl. Saw Cutting All Depths)	11,000	SY	$9	Nine DOLLARS No CENTS	$99000
206C-002	Removing Concrete Slope Paving (Incl. Saw cutting)	15	SY	$9	Nine DOLLARS No CENTS	$135
206C-018	Removing Asphalt Sidewalk (Incl. Saw cutting)	40	SY	$9	Nine DOLLARS No CENTS	$360
206C-101	Removing Concrete Driveway (Incl. Saw cutting)	400	SY	$9	Nine DOLLARS No CENTS	$3600
206C-201	Removing Asphalt Pavement (Incl. Saw Cutting All Depths)	300	SY	$9	Nine DOLLARS No CENTS	$2700
206D-001	Removing Gutter (Incl. Saw cutting) (All Types)	100	LF	$9	Nine DOLLARS No CENTS	$900
206D-002	Removing Curb (Incl. Saw cutting) (All Types)	400	LF	$9	Nine DOLLARS No CENTS	$3600
206D-003	Removing Curb and Gutter (Incl. Saw cutting) (All Types)	250	LF	$9	Nine DOLLARS No CENTS	$2250
206D-022	Removing Retaining Wall	70	LF	$20	Twenty DOLLARS No CENTS	$1400
206E-000	Remove & Reset Mailboxes (All Types)	40	EA	$50	Fifty DOLLARS No CENTS	$2000
210A-005	Unclassified Excavation (Loose Truck Bed Measurement)	300	CY	$25	Twenty-five DOLLARS No CENTS	$7500

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210D-001	Borrow Excavation (Loose Truck Bed Measurement)	150	CY	$30	Thirty DOLLARS No CENTS	$4500
301A-012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	100	SY	$50	Fifty DOLLARS No CENTS	$5000
408A-051	Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)	400	SY	$25	Twenty-five DOLLARS No CENTS	$10000
429A-277	Improved Bituminous Concrete Wearing Surface Layer, Patching, 3/8" Maximum Aggregate Size Mix, ESAL Range E (Incl. Tack Coat)	110	Ton	$350	Three Hundred Fifty DOLLARS No CENTS	$38500
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	15	Ton	$90	Ninety DOLLARS No CENTS	$1350
502A-000	#4 Rebar	20	LBS	$50	Fifty DOLLARS No CENTS	$1000
517J-001	Relocate Existing Sign	30	EA	$200	Two Hundred DOLLARS No CENTS	$6000
529A-016	Retaining Wall (6" Wide, 18"-36" Tall)	25	SF	$300	Three Hundred DOLLARS No CENTS	$7500
529A-035	Repair Stone Masonry or Concrete Retaining Wall up to 36" High	25	SF	$275	Two Hundred Seventy Five DOLLARS No CENTS	$6875
600A-000	Mobilization per District	7	EA	$13000	Thirteen Thousand DOLLARS No CENTS	$91000
614A-000	Slope Paving	50	CY	$400	Four Hundred DOLLARS No CENTS	$20000
618A-000	Concrete Sidewalk, 4" Thick (Incl. Excavation) (Width Varies)	13,000	SY	$60	Sixty DOLLARS No CENTS	$780000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618A-001	Concrete Sidewalk, 6" Thick (Incl. Reinforcement and Excavation) (Width Varies)	275	SY	$100	One Hundred DOLLARS No CENTS	$27500
618A-002	Pea Gravel Bedding, 4" Thick	50	SY	$100	One Hundred DOLLARS No CENTS	$5000
618A-003	Concrete Sidewalk, 4" Thick With Header Curb one side, 4" to 6" Max Curb Height (Incl. Excavation) (Width Varies)	50	SY	$150	One Hundred Fifty DOLLARS No CENTS	$7500
618A-004	Concrete Sidewalk, 4" Thick with Header Curb Both Sides, 4" to 6" Curb Height (Incl. Excavation) (Width Varies)	50	SY	$200	Two Hundred DOLLARS No CENTS	$10000
618A-005	Concrete Sidewalk, 5" Thick (Incl. Reinforcement and Excavation) (Width Varies)	50	SY	$90	Ninety DOLLARS No CENTS	$4500
618B-002	Concrete Driveway, 5" Thick (Width Varies)	400	SY	$90	Ninety DOLLARS No CENTS	$36000
618D-001	Handicap Ramp (All Types) (Incl Excavation)	200	EA	$1000	One Thousand DOLLARS No CENTS	$200000
618E-001	Truncated Dome Insert, New Construction	200	EA	$200	Two Hundred DOLLARS No CENTS	$40000
618E-002	Modified Truncated Dome Insert, New Construction	20	EA	$200	Two Hundred DOLLARS No CENTS	$4000
618E-003	Truncated Dome Insert, Existing Ramp	25	EA	$200	Two Hundred DOLLARS No CENTS	$5000

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618E-004	Truncated Dome Insert Modified, Existing Ramp	10	EA	$200	Two Hundred DOLLARS No CENTS	$2000
620A-000	Minor Structure Concrete	40	CY	$250	Two Hundred Fifty DOLLARS No CENTS	$10000
622A-000	Manhole Cover/Frame Reset	10	EA	$50	Fifty DOLLARS No CENTS	$500
Omit	Omit	Omit	Omit	Omit	Omit	Omit
623A-000	Concrete Gutter (All Types)	225	LF	$30	Thirty DOLLARS No CENTS	$6750
623B-000	Concrete Curb (All Types)	1,000	LF	$30	Thirty DOLLARS No CENTS	$30000
623B-123	Concrete Header Curb, 6" Wide 18" High	50	LF	$30	Thirty DOLLARS No CENTS	$1500
623B-124	Concrete Header Curb, 4" Wide and 12" High	50	LF	$30	Thirty DOLLARS No CENTS	$1500
623B-125	Hauling From City Stock Pile and Installation of Granite Curb (Incl. Cutting and Fitting)	15	LF	$500	Five Hundredd DOLLARS No CENTS	$7500
623B-126	Removal and Re-Installation of Granite Curb (Incl. Cutting and Fitting)	15	LF	$600	Six Hundred DOLLARS No CENTS	$9000
623B-127	Removal and Re-Installation of Slate Tiles	15	SF	$100	One Hundred DOLLARS No CENTS	$1500
623C-003	Combination Curb & Gutter (All Types)	250	LF	$35	Thirty Five DOLLARS No CENTS	$8750
623F-000	Hauling From City Stock Pile and Installing Brick Pavers	15	SY	$75	Seventy Five DOLLARS No CENTS	$1125

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623F-001	Removal and Re-Installation of Brick Pavers	15	SY	$75	Seventy Five DOLLARS No CENTS	$1125
623F-002	New Brick Pavers (incl. installation)	15	SY	$100	One Hundred DOLLARS No CENTS	$1500
637A-001	Fence Reset (All Types)	50	LF	$35	Thirty Five DOLLARS No CENTS	$1750
640M-000	Electrical Handhold Adjustment to New Grade and Slope. Max Vertical Adjustment 6 Inches	10	EA	$50	Fifty DOLLARS No CENTS	$500
640M-001	Electrical Manhole Adjustment to New Grade and Slope. Max Vertical Adjustment 6 Inches	10	EA	$50	Fifty DOLLARS No CENTS	$500
641V-001	Adjust Water Meter and Box to Grade	50	EA	$50	Fifty DOLLARS No CENTS	$2500
641V-002	Adjust Water Valve to Grade	25	EA	$50	Fifty DOLLARS No CENTS	$1250
641V-003	Existing Irrigation System Repair	200	LF	$10	Tem DOLLARS No CENTS	$2000
650A-000	Topsoil, 4" Compacted Thickness	1,000	CY	$35	Thirty Five DOLLARS No CENTS	$35000
654A-001	Solid Sodding (match in kind)	17,000	SY	$10	Ten DOLLARS No CENTS	$170000
656A-010	Mulching	3	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$7500
663C-000	Tree Protection Fencing	150	LF	$5	Five DOLLARS No CENTS	$750
665A-000	Temporary Seeding	5	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$12500
665B-000	Temporary Mulching	5	Acre	$2500	Two Thousand Five Hundred DOLLARS No CENTS	$12500

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665E-000	Polyethylene	2,250	SY	$13.50	Thirty DOLLARS Fifty CENTS	$30375
665F-000	Hay Bales	100	EA	$10	Ten DOLLARS No CENTS	$1000
665G-000	Sand Bags	100	EA	$5	Five DOLLARS No CENTS	$500
665J-002	Silt Fence	1,000	LF	$5	Five DOLLARS No CENTS	$5000
665O-000	Silt Fence Removal	1,000	LF	$1	One DOLLARS No CENTS	$1000
665Q-000	Wattle	700	LF	$12	Twelve DOLLARS No CENTS	$8400
674A-000	Construction Safety Fence	1,000	LF	$2	Two DOLLARS No CENTS	$2000
690A-000	Project Sign	4	EA	$800	Eight Hundred DOLLARS No CENTS	$3200
701J-250	Painted Traffic Stripe/Markings/ Legends (all colors/all types) (area placed)	30	SF	$25	Twenty Five DOLLARS No CENTS	$750
703C 000	Removal of Existing Traffic Control Stripe/Markings/ Legends (all colors/all types)	30	SF	$20	Twenty DOLLARS No CENTS	$600
730H-001	Loop Wire	50	LF	$100	One Hundred DOLLARS No CENTS	$5000
740A-000	Traffic Control Minor per site	16	EA	$1000	One Thousand DOLLARS No CENTS	$16000
740A-001	Traffic Control Moderate per site	4	EA	$1500	One Thousand Five Hundred DOLLARS No CENTS	$6000
740A-002	Traffic Control Heavy per site	3	EA	$2000	Two Thousand DOLLARS No CENTS	$6000
742A-000	Variable Message Board	1	Day	$1005	One Thousand Five DOLLARS No CENTS	$1005

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
742A-001	Variable Message Board	1	Week	$2000	Two Thousand DOLLARS No CENTS	$2000
742A-002	Variable Message Board	1	Month	$6000	Six Thousand DOLLARS No CENTS	$6000
999X-000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer	1	LS	$ 20,000.00	TWENTY THOUSAND DOLLARS & NO CENTS	$ 20,000.00
TOTAL BASE BID					$ 1,881,000.00	

ADDITIVE BID 1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
001-A	Rubberized Speed Cushion Installation	6	Location	5000.00	Five Thousand DOLLARS No CENTS	$30,000.00
TOTAL ADDITIVE BID 1					$30,000.00	

ADDENDUM NO. 1

Base Bid

Base Bid Total $1,881,000.00

Additive Bid 1 Total $30,000.00

Grand Total (Base Bid + Additive Bid 1) $1,911,000.00

Grand Total Written in words ONE MILLION NINE HUNDRED ELEVEN THOUSAND DOLLARS AND 0 CENTS

Number of working days to complete 330

Signature of Bidder _____
(If a firm or individual)

Address of Bidder P.O. Box 189 St. Elmo, Al 36568

By Robert D Parten Sr

Signature of Bidder _____
(If a Corporation)

By _____
President

Candice Parten
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business Address P.O. Box 189 St. Elmo, Al 36568

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

53550
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Parten Smith, Inc.
(Name of Contractor)
8765 Beverly Extension, Arvington, AL 36544
(Address)
as Principal, and Fair American Insurance and Reinsurance Company
(Name of Surety)
365 Northridge Road, Suite 250, Atlanta, GA 30350
(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 **2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE, City of Mobile Project No.** ***2023-3005-01.***

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 December 7, 2022 (Date)

Parten Smith, Inc. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Fair American Insurance and Reinsurance Company (Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent

Scott E. Stoltzner, Attorney-In-Fact

By _____

Scott E. Stoltzner

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 11th day of July 2021.

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On July 11, 2022 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GREGG ERIK LOTZEIARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 7th day of December, 2022

Christopher O'Gwen, President and CEO

No. **6260**

BND1010097-00

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Parten Smith, Inc. as Principal and Fair American Insurance and Reinsurance Company 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 Nine Hundred Eleven Thousand & no/100 Dollars ($1,911,000.00) 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 2023 City Wide Sidewalk Repair and Maintenance 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 12 day of Jan. 2023 ~~2022~~.

In the presence of:

Brad McKinley Estimator

Individual Principals sign here

Candice M Parten (SEAL)

Candice M Parten (Print)

Robert O Parten Sr (SEAL)

Robert O Parten Sr (Print)

(SEAL)

(Print)

(Corporate Name) Parten Smith, Inc.

BY: Candice M Parten

(Signature)

ATTEST:

(Signature)

Candice M Parten (Print)

Robert O Parten Sr (Print)

ITS: Vice President

ITS: President

(Title)

Fair American Insurance and Reinsurance Company

(Surety sign here) (Corporate name)

BY:

(Signature)

Scott E. Stoltzner

(Print)

ATTEST:

(Signature)

Megan Lann (Print)

ITS: Assistant Underwriter

ITS: Attorney-In-Fact

(Title)

Corporate Seal

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

One Liberty Plaza, 165 Broadway, New York, NY 10006

POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this **11th day of July 2021.**

Fair American Insurance and Reinsurance Company

By: _____
Christopher O'Gwen, President and CEO

By: _____
Paul J. Clauss, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On **July 11, 2022** before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

GREGG ERIK ENGLEHARDT
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
02EN6351223
MY COMMISSION EXPIRES 11/29/2024

WITNESS my hand and official seal.

Signature _____ (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the _____ day of _____, _____.

_____
Christopher O'Gwen, President and CEO

No. **6283**

BND1010118-00

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ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Parten Smith, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fair American Insurance and Reinsurance Company, 365 Northridge Road, STE. 250, Atlanta, GA 30350
(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 Nine Hundred Eleven Thousand & no/100 dollars ($ 1,911,000.00), 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 2023 City Wide Sidewalk Repair & Maintenance 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 12 day of January 2022.3

In the presence of:

Brad McKinley Estimator

Individual Principals sign here

Candice M Parten (SEAL)

Candice M Parten (Print)

(SEAL)

Robert O Parten Sr (Print)

(SEAL)

(Print)

(Corporate Name) Parten Smith, Inc.

BY: (Signature)

Candice M Parten (Print)

ITS: President (Title)

ATTEST:

(Signature)

Robert O Parten Sr (Print)

ITS: Vice President (Title)

Fair American Insurance and Reinsurance Company

(Surety sign here) (Corporate name)

BY: (Signature)

Scott E. Stoltzner (Print)

ITS: Attorney-In-Fact (Title)

ATTEST:

(Signature)

Megan Lann (Print)

ITS: Assistant Underwriter (Title)

Corporate Seal

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 ensure 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.

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 DBE Compliance Form 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, 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.

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 spec 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.

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. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal Manual on Uniform Traffic Control Devices (MUTCD) Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. 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, Latest 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 ensure 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. 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. 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. Omit

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, 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. Omit

46. The Contractor shall provide, install and maintain all temporary erosion control measures. Wattles, 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 the City and 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.

47. 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.

48. 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.

49. Omit

50. Working hours on certain streets may be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface, when necessary. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. 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.

55. Omit

56. Omit

57. Omit

58. Omit

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit

61. Omit

62. 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. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Omit

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. 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.

66. An ALDOT Concrete Mix Design will not be required. The mix design shall be 3000 psi, and shall be submitted and approved by the CITY ENGINEER prior to beginning of construction.

Additive Bid 1 Special Provisions:

67. Mobilization for Rubberized Speed Cushion Installation shall be included in the price for Pay Item 001-A.

68. Item 001-A, Rubberized Speed Cushion Installation, shall include Traffic Control for placing and maintaining all materials, signs, lights, hardware, channelizing device, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job.

69. Item 001-A, Rubberized Speed Cushion Installation, shall be full compensation for furnishing all materials, equipment, labor, and any incidentals to complete the Item. All

Pavement markings shall be installed by the contractor. Cost shall be included in pay item 00A-1. Payment for speed cushions shall be paid per each location as shown on the detail drawing and locations in Attachment G.

70. Speed Cushions shall be TrafficLogix Item #SC-070603 with MUTCD modified chevron pattern or approved equal. Item shall be installed per manufactures specifications.

71. Thermoplastic markings shall be CLASS 2 TYPE A and conform to Alabama Department of Transportation standard specification.

72. Advanced traffic calming sign and post will be supplied and installed by City of Mobile.

ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Partew Smith Inc, 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: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE
Project No: 2023-3005-01
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

City of Mobile Project Number **2023-3005-01**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 1,911,000.00) 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) Whenever the word "CONTRACT" is used it shall be held to mean 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, these Articles of Agreement, notice to proceed, and any change orders 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 individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

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) Whenever the word "ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

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. This contract may be extended, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and agreement by the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one-year periods.

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 (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.

E-VERIFY:

(25) 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.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP. Said funds are on hand at the time of the execution of this contract.

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 presents 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)

Porter Smith Inc

CONTRACTOR: **(IF CORPORATION)**

Porter Smith Inc (Print)

BY: Candice M Porter

ITS PRESIDENT

Candice M Porter (Print)

ATTEST:

ITS SECRETARY

Robert D Porter Sr (Print)

Corporate Seal

_____

DATE

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 ensure 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 CITY ENGINEER, 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.

   No Payment for stored material will be included on the monthly estimates.

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. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. 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.

8. 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 be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number

20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

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 require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. 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. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. 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.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. OMIT

16. OMIT

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

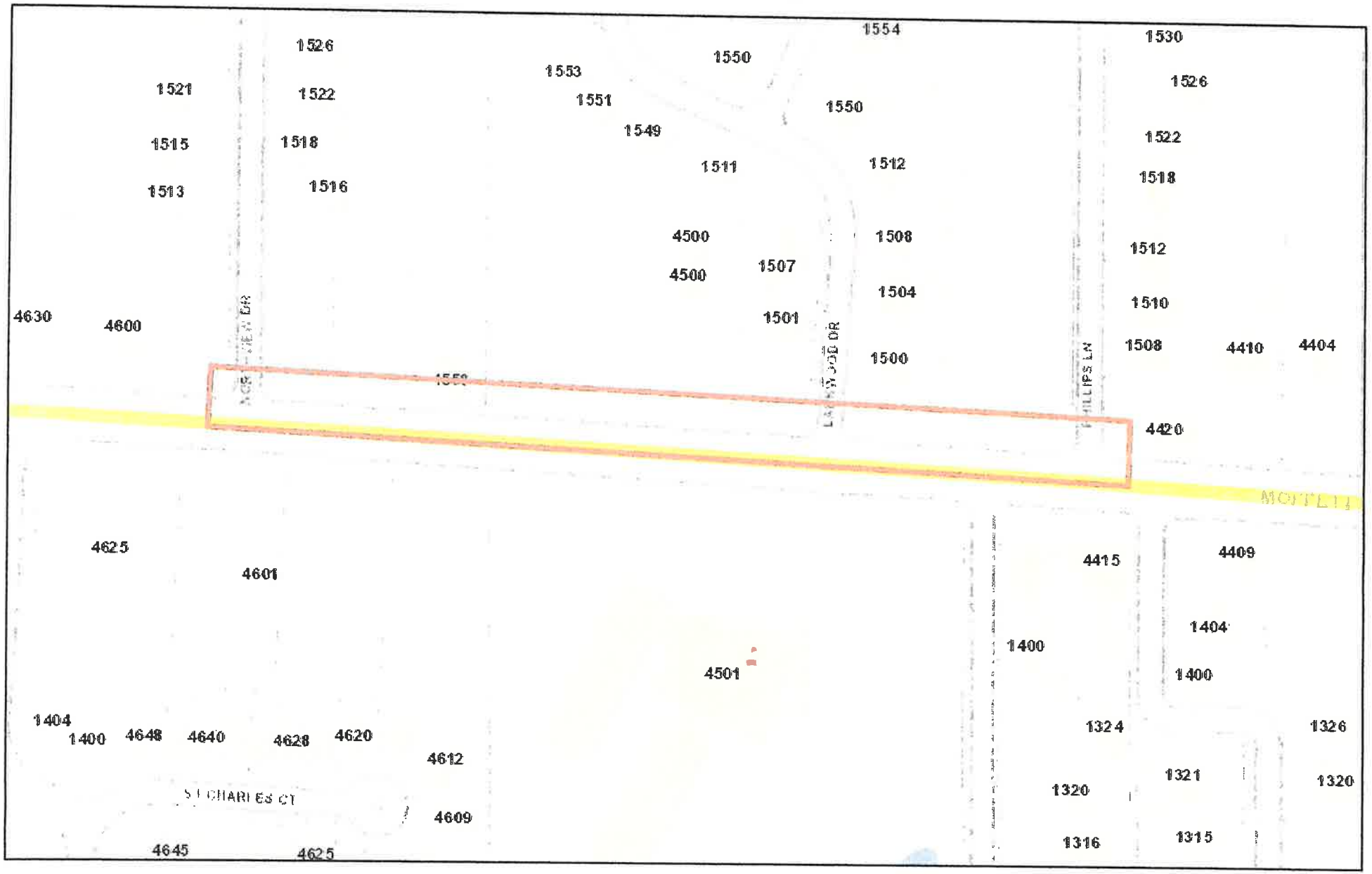
740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATIONS

District 1, Priority 1



10/6/2022, 3:44:32 PM

Parcel Details

Address

City Council Districts

1:2,267

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission. |

Web AppBuilder for ArcGIS

District 1, Priority 2



10/6/2022, 3:47:46 PM

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Parcel Details

City Council Districts

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

District 1, Priority 3



10/6/2022, 3:49:48 PM

1:4,497

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Parcel Details

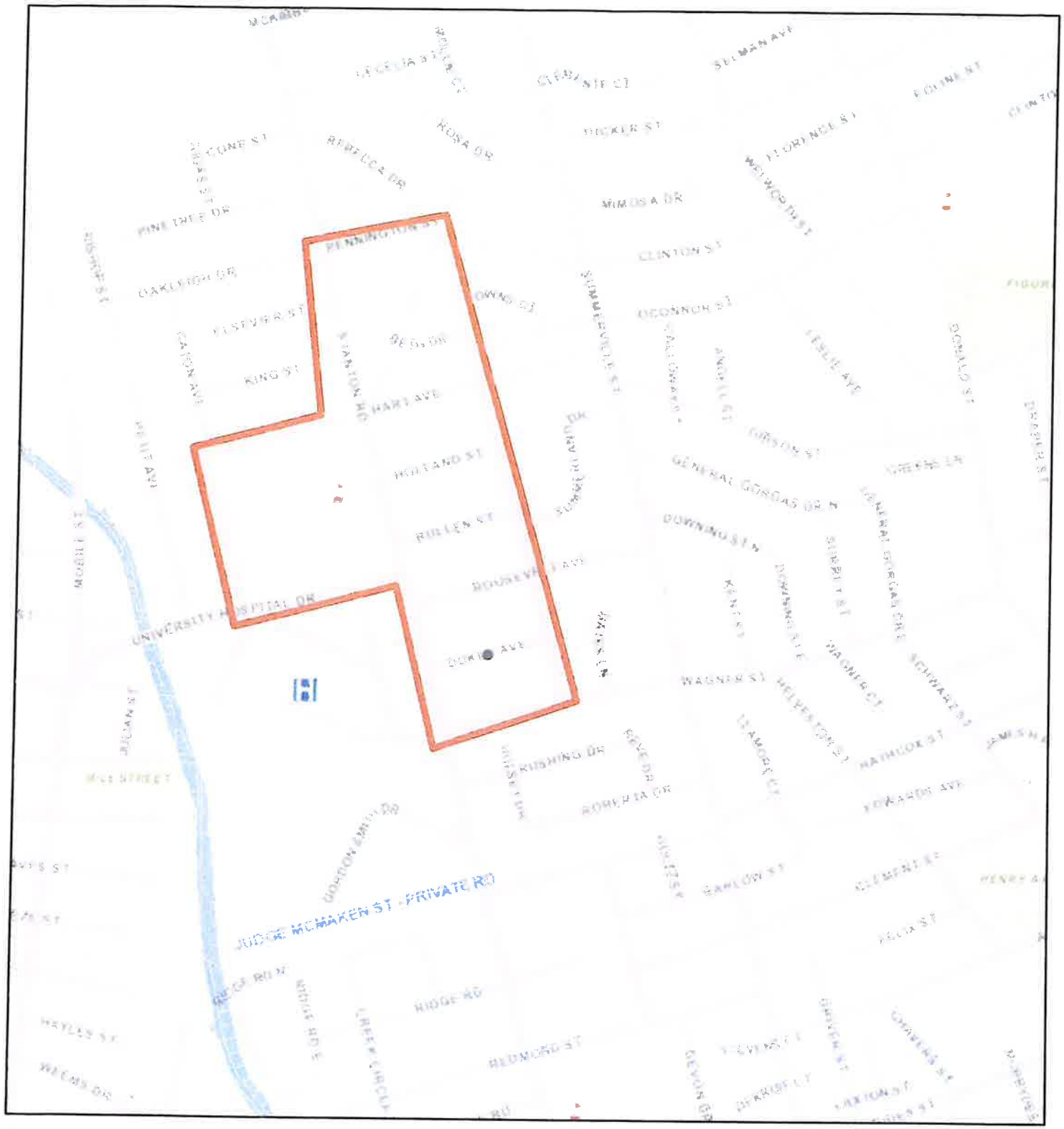
City Council Districts

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Wa

District 1, Priority 4



10/6/2022, 3:52:45 PM

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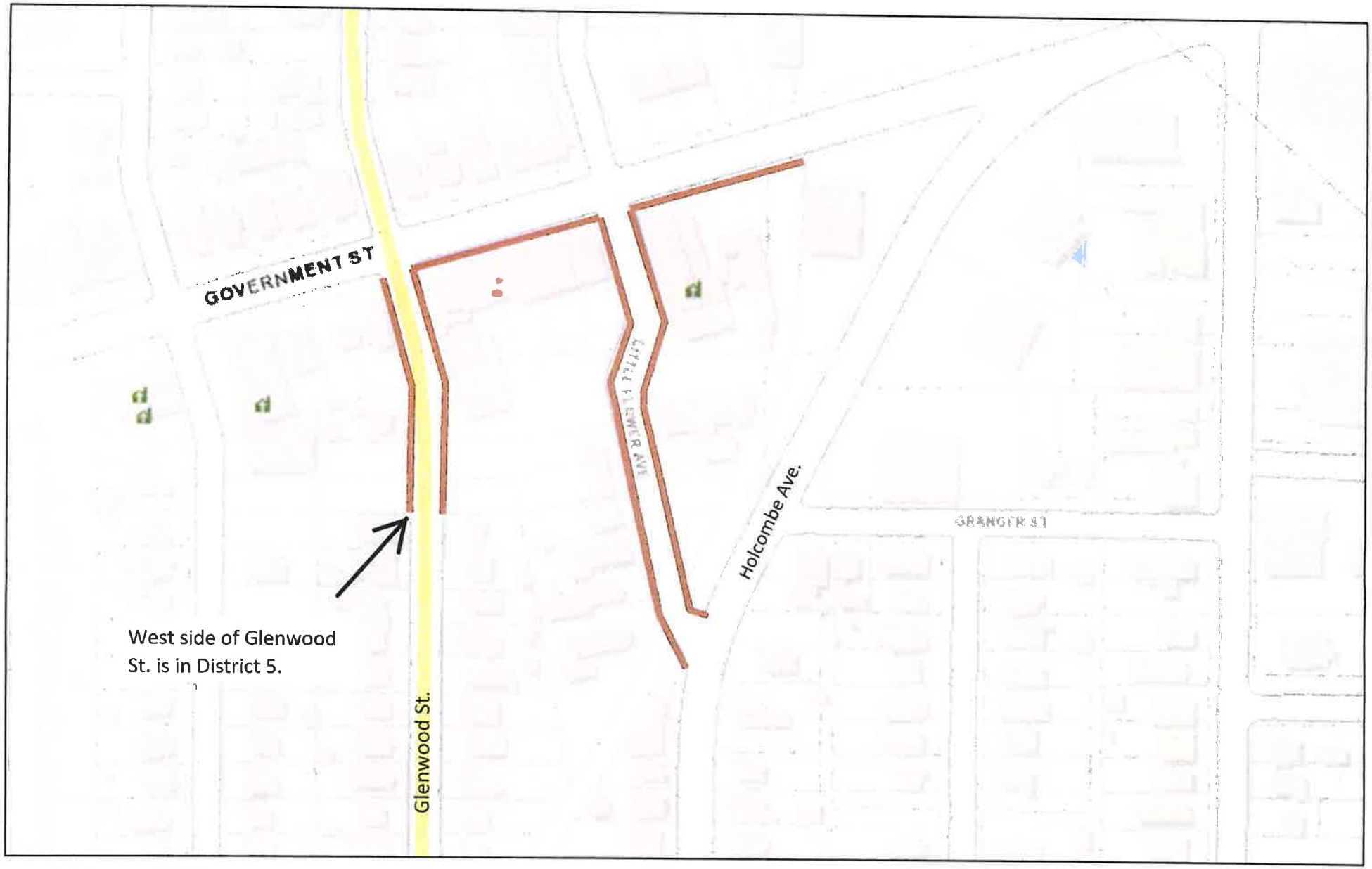
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Parcel Details

City Council Districts

City of Mobile GIS Department

District 2, Priority 1



11/14/2022, 9:02:20 AM

Parcel Details

City Council Districts

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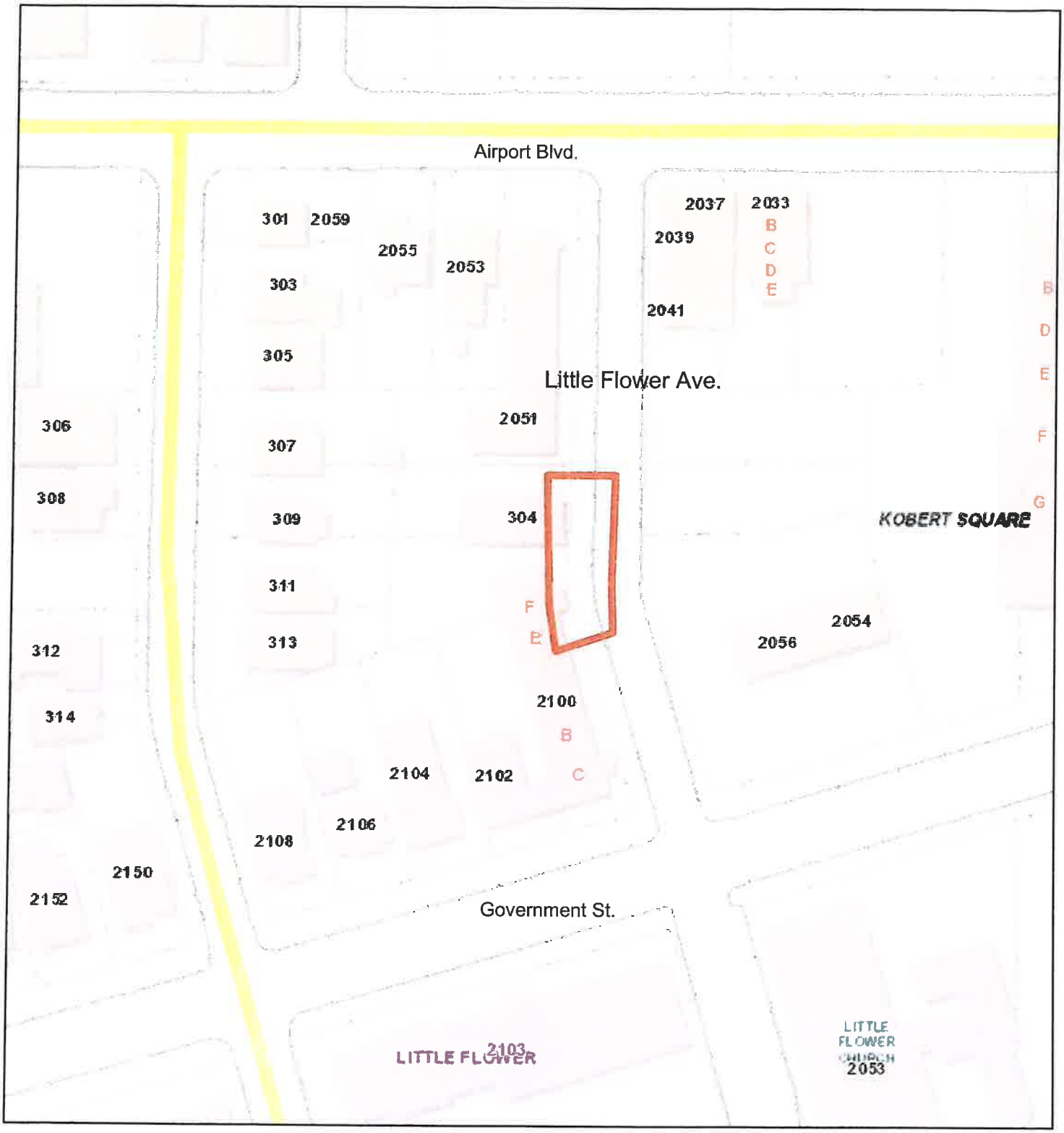
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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

Web AppBuilder for ArcGIS

District 2, Priority 2



10/31/2022, 10:25:56 AM

1:1,133

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0 0.01 0.03 0.06 km

Parcel Details

City Council Districts

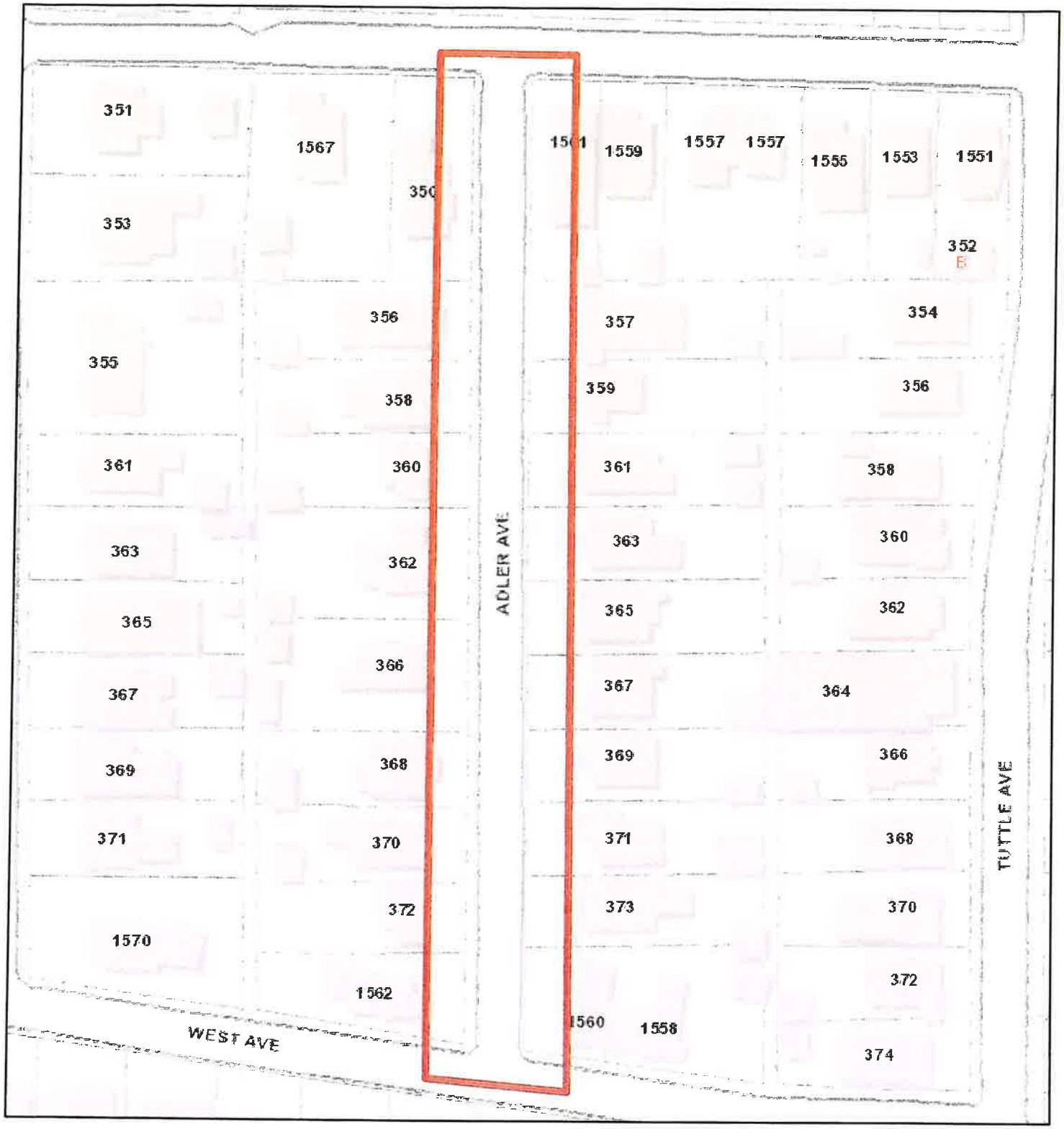
Address

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

District 2, Priority 3



10/31/2022, 10:21:33 AM

1:1,133

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0 0.01 0.03 0.06 km

Parcel Details

City Council Districts

Address

City of Mobile GIS Department

District 2, Priority 4



10/10/2022, 2:36:26 PM

1:9,033

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Parcel Details

City of Mobile GIS Department

Web AppBuilder for ArcGIS
City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

District 3, Priority 1



10/10/2022, 2:53:33 PM

Parcel Details

1:4,497

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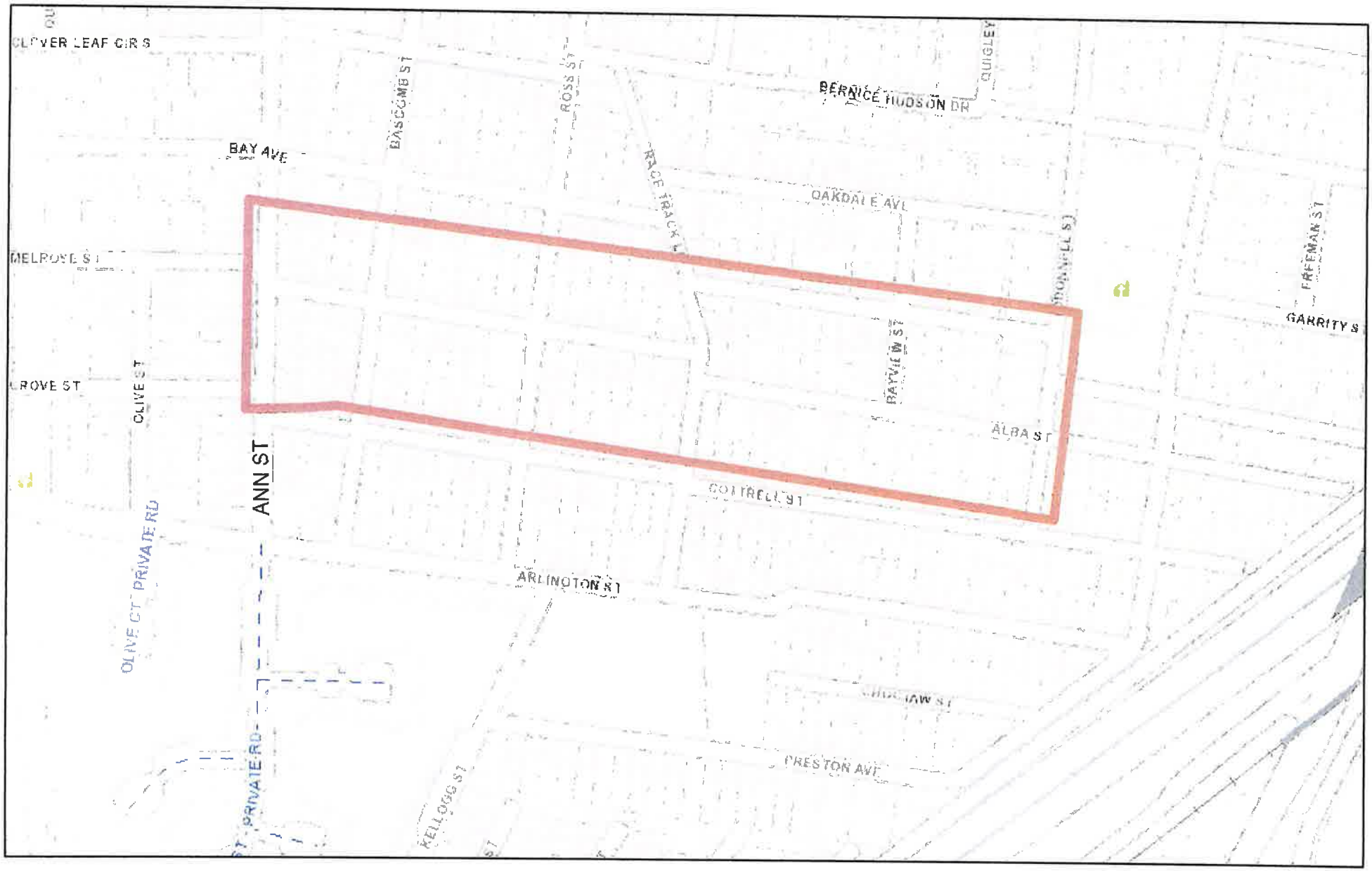
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City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission. |

District 3 - Priority Area 2



9/26/2022, 2:12:36 PM

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

Web AppBuilder for ArcGIS

District 3 - Priority Area 3



9/26/2022, 2:15:02 PM

Parcel Details

1:4,497

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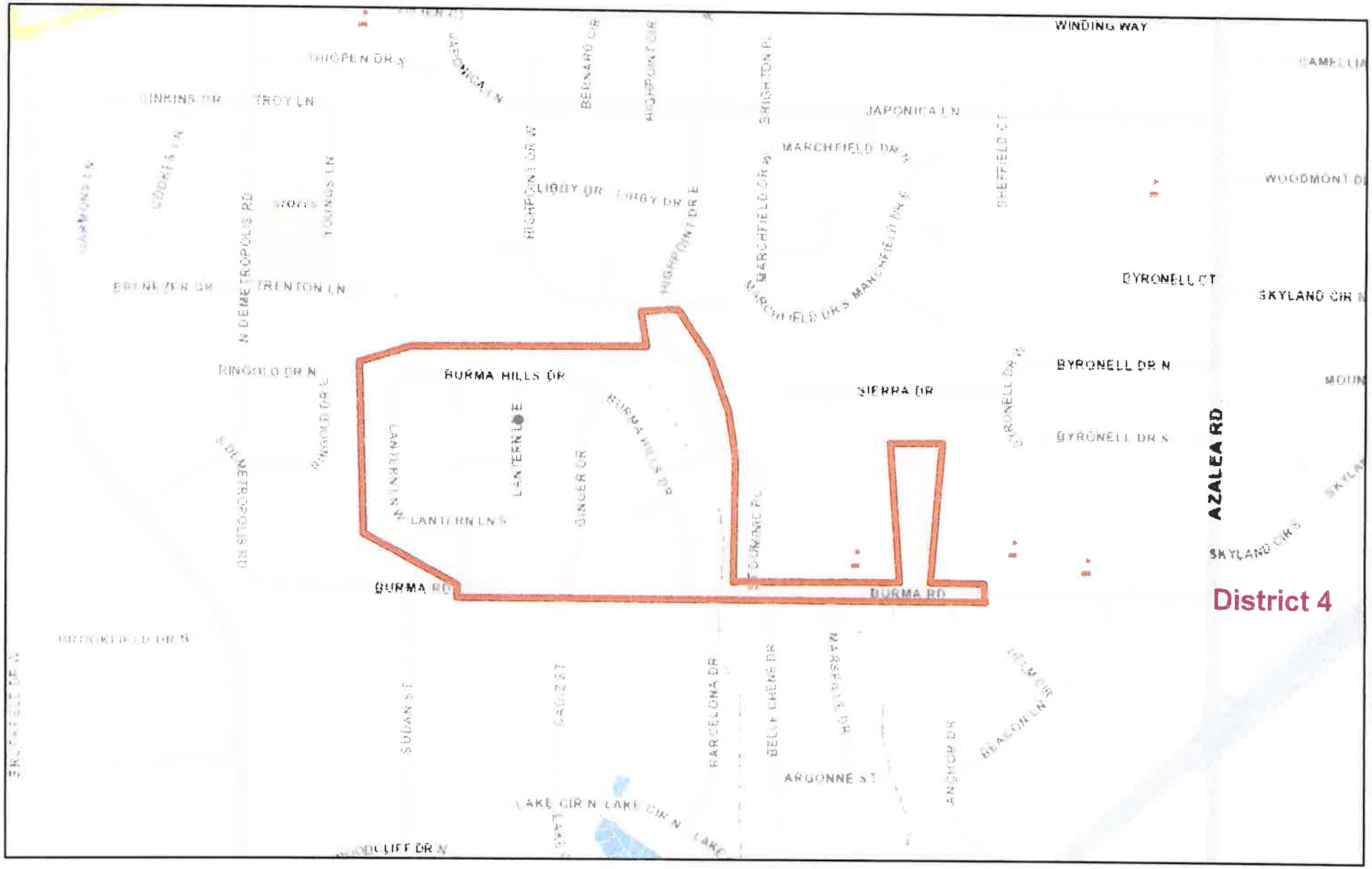
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City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

District 4, Priority 1



10/6/2022, 4:13:20 PM

Parcel Details

City Council Districts

1:9,033

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0 0.1 0.2 0.4 km

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

District 4, Priority 2



10/6/2022, 4:10:02 PM

Parcel Details

City Council Districts

1:9,033

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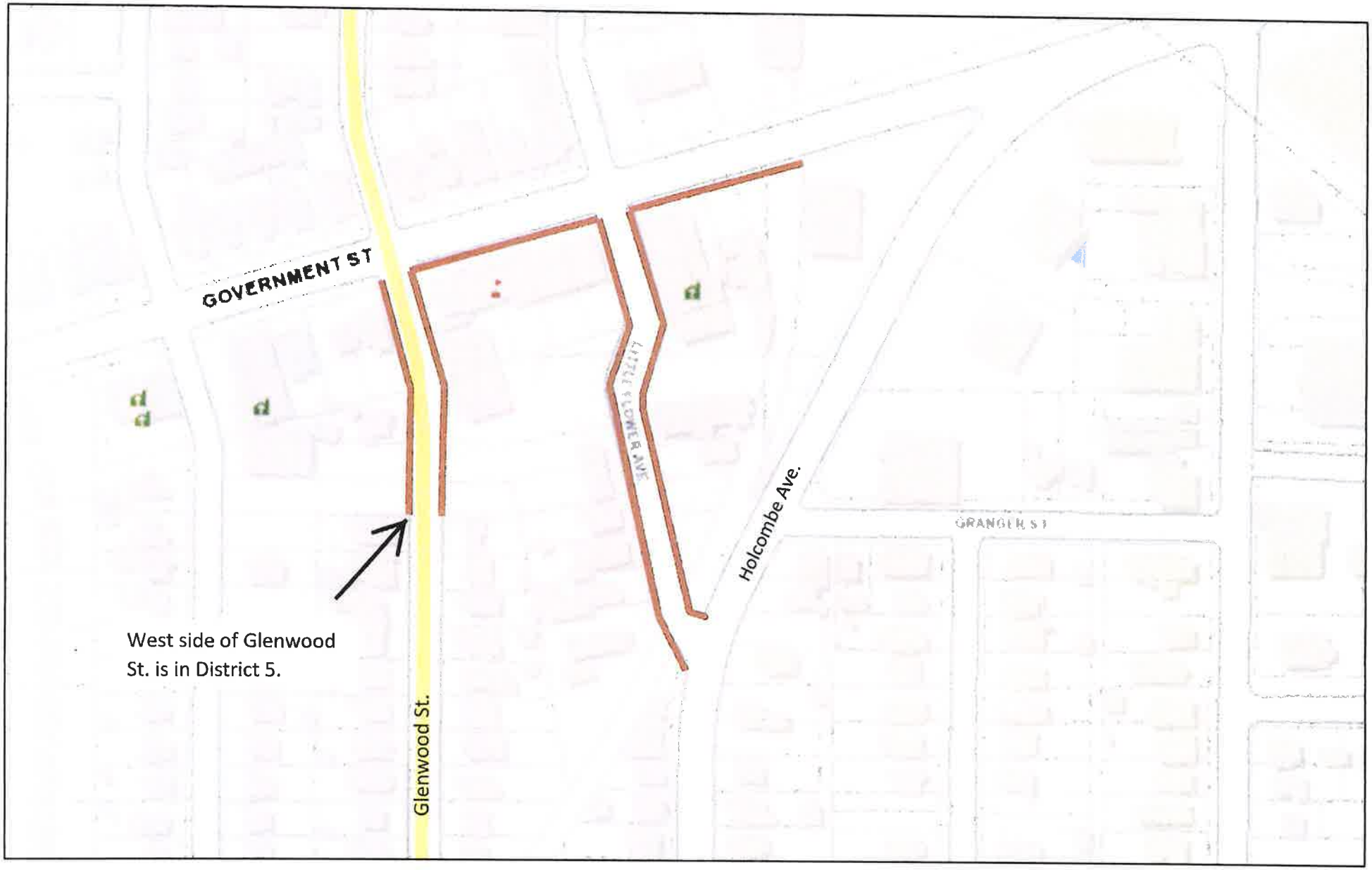
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City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

District 5, Priority 1



11/14/2022, 9:02:20 AM

Parcel Details

City Council Districts

1:2,267

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

District 5, Priority 2



10/7/2022, 8:48:58 AM

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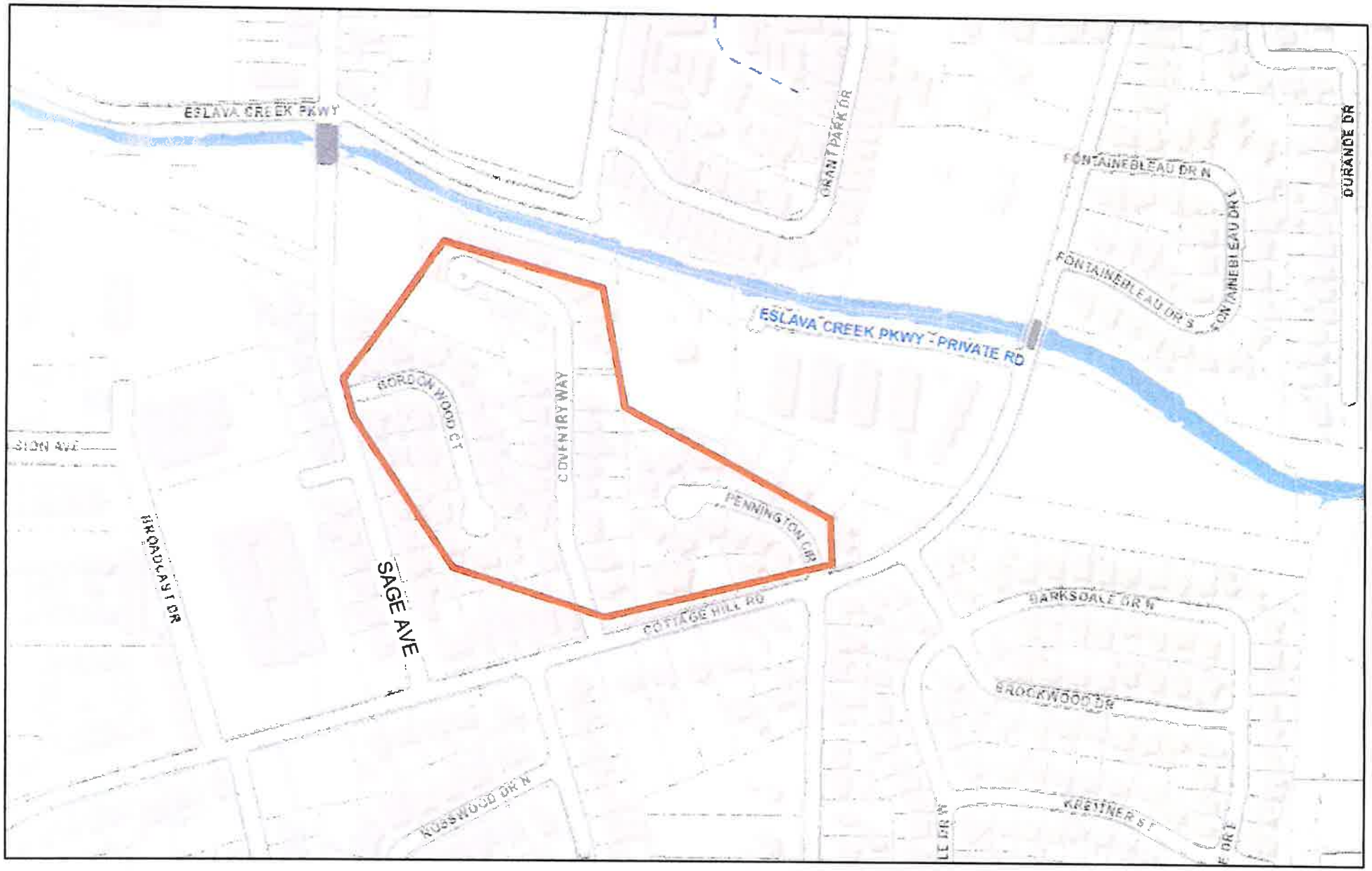
0 0.05 0.1 0.2 km

Parcel Details

City Council Districts

City of Mobile GIS Department

District 5, Priority 3



10/7/2022, 8:50:48 AM

1:4,497

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0 0.05 0.1 0.2 km

Parcel Details

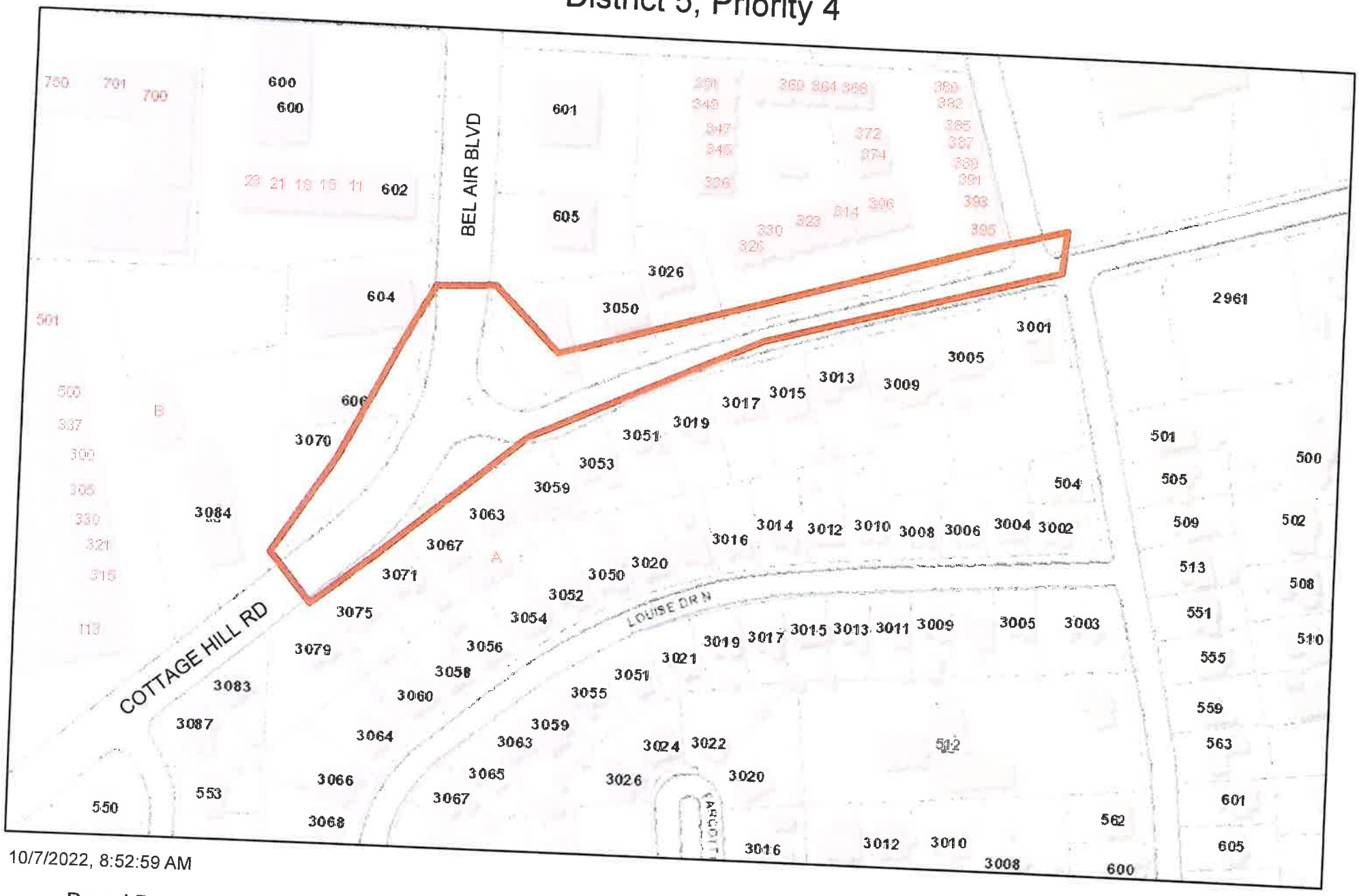
City Council Districts

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission |

District 5, Priority 4



10/7/2022, 8:52:59 AM

Parcel Details

Address

City Council Districts

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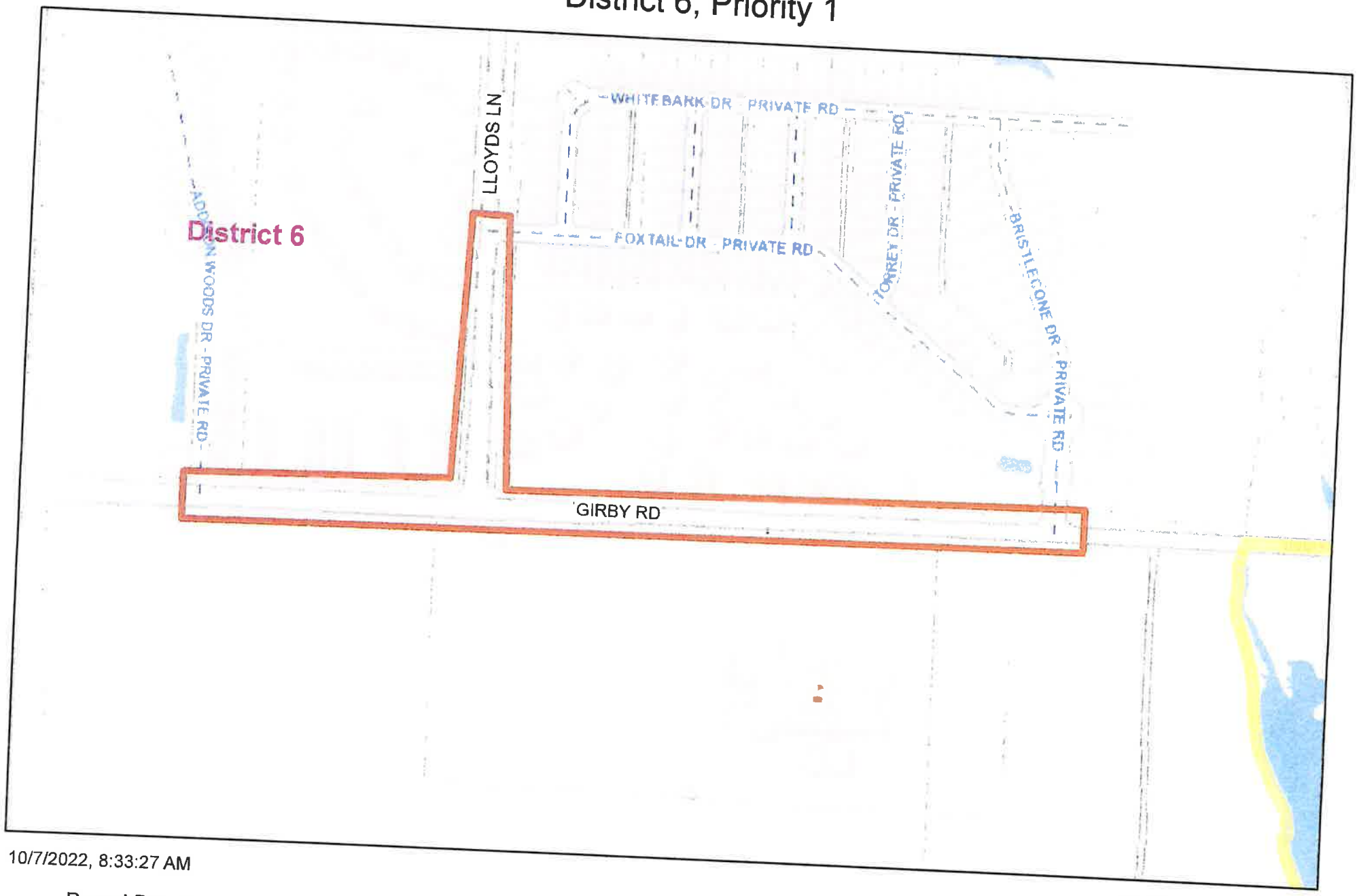
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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission

Web AppBuilder for ArcGIS

District 6, Priority 1



10/7/2022, 8:33:27 AM

Parcel Details

City Council Districts

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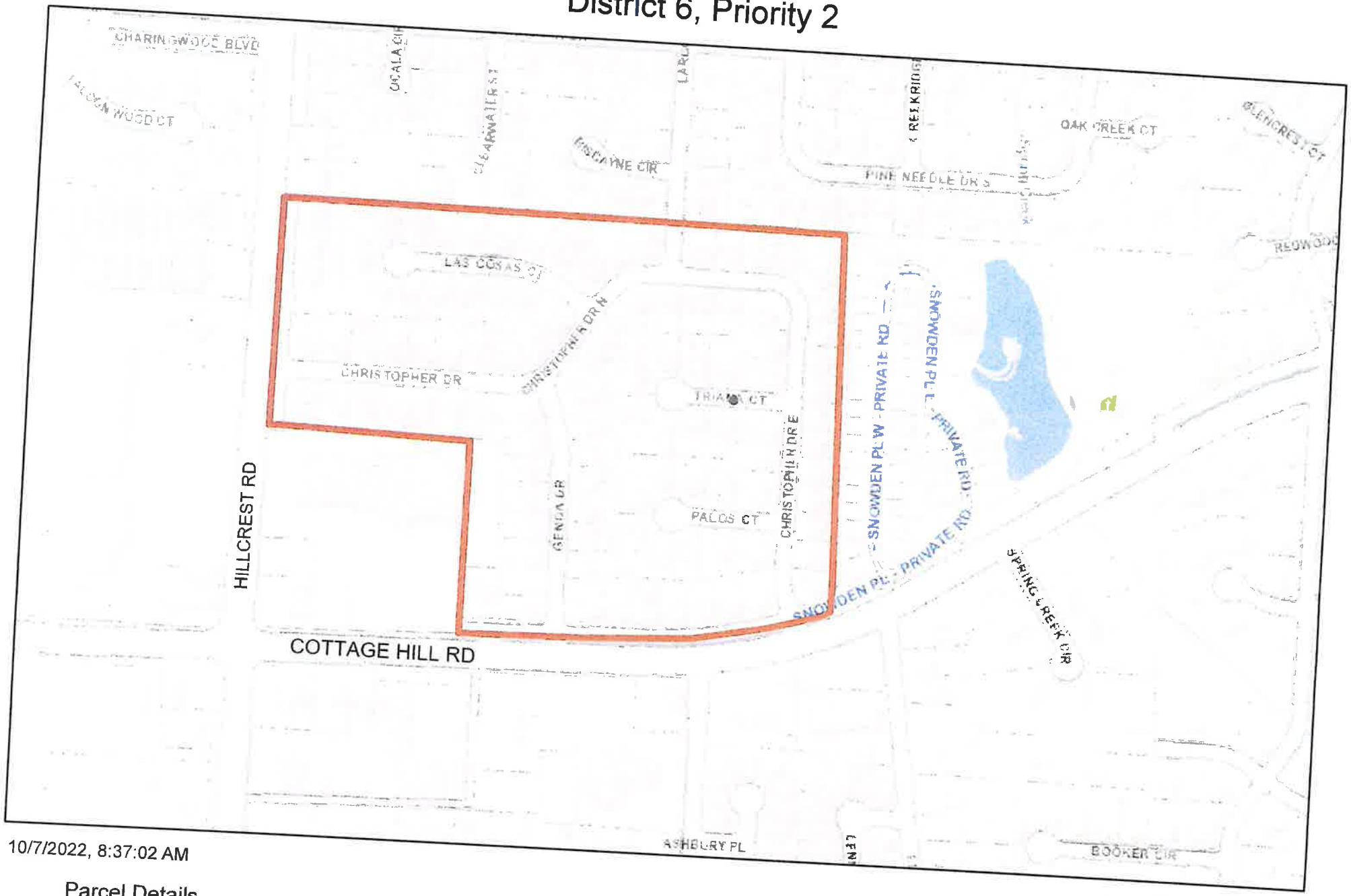
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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission

Web AppBuilder for ArcGIS

District 6, Priority 2



10/7/2022, 8:37:02 AM

Parcel Details

City Council Districts

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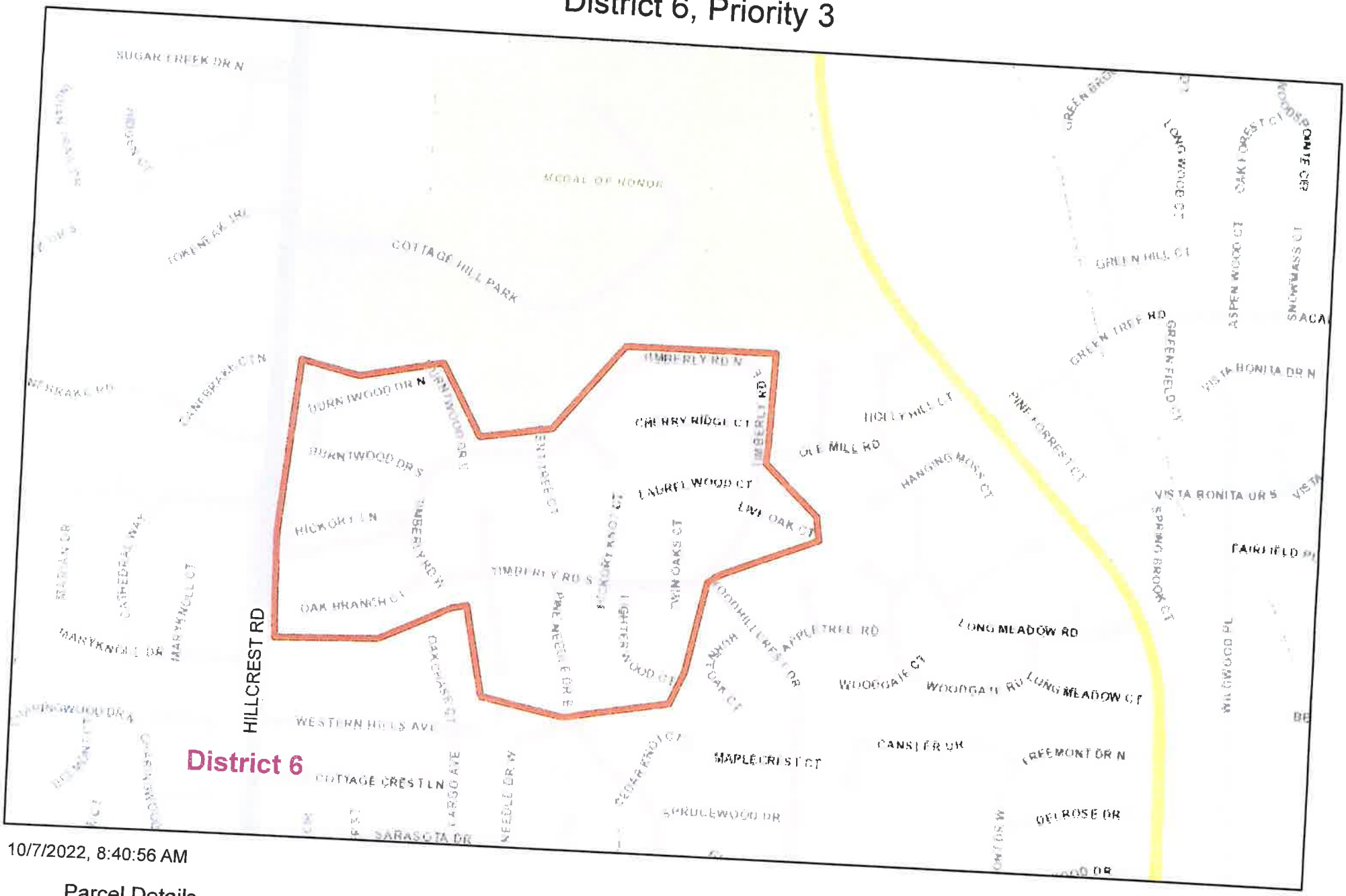
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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County

Web AppBuilder for ArcGIS

District 6, Priority 3



10/7/2022, 8:40:56 AM

Parcel Details

City Council Districts

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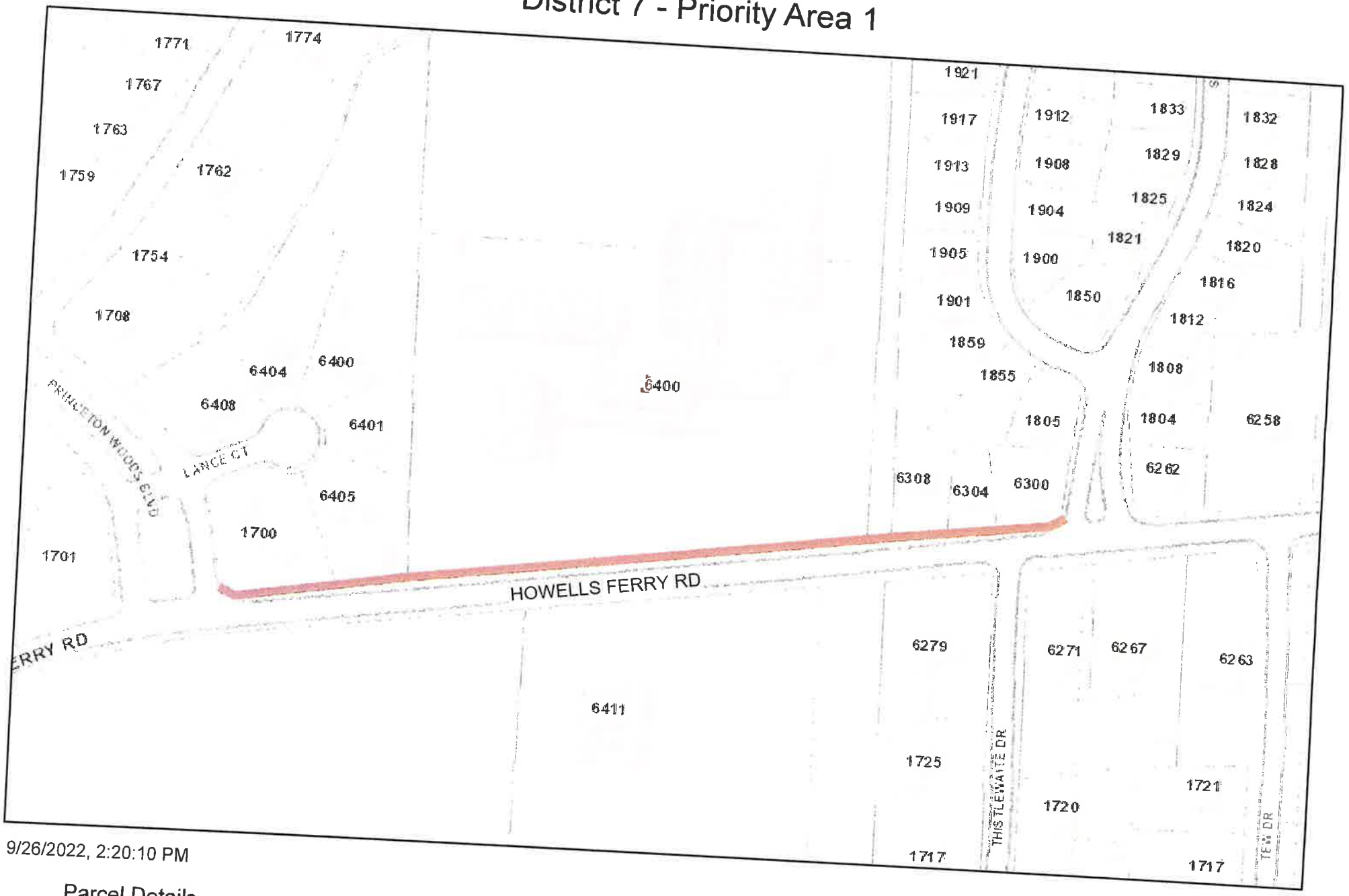
0 0.1 0.2 0.4 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue

Web AppBuilder for ArcGIS

District 7 - Priority Area 1



9/26/2022, 2:20:10 PM

Parcel Details

Address

1:2,267

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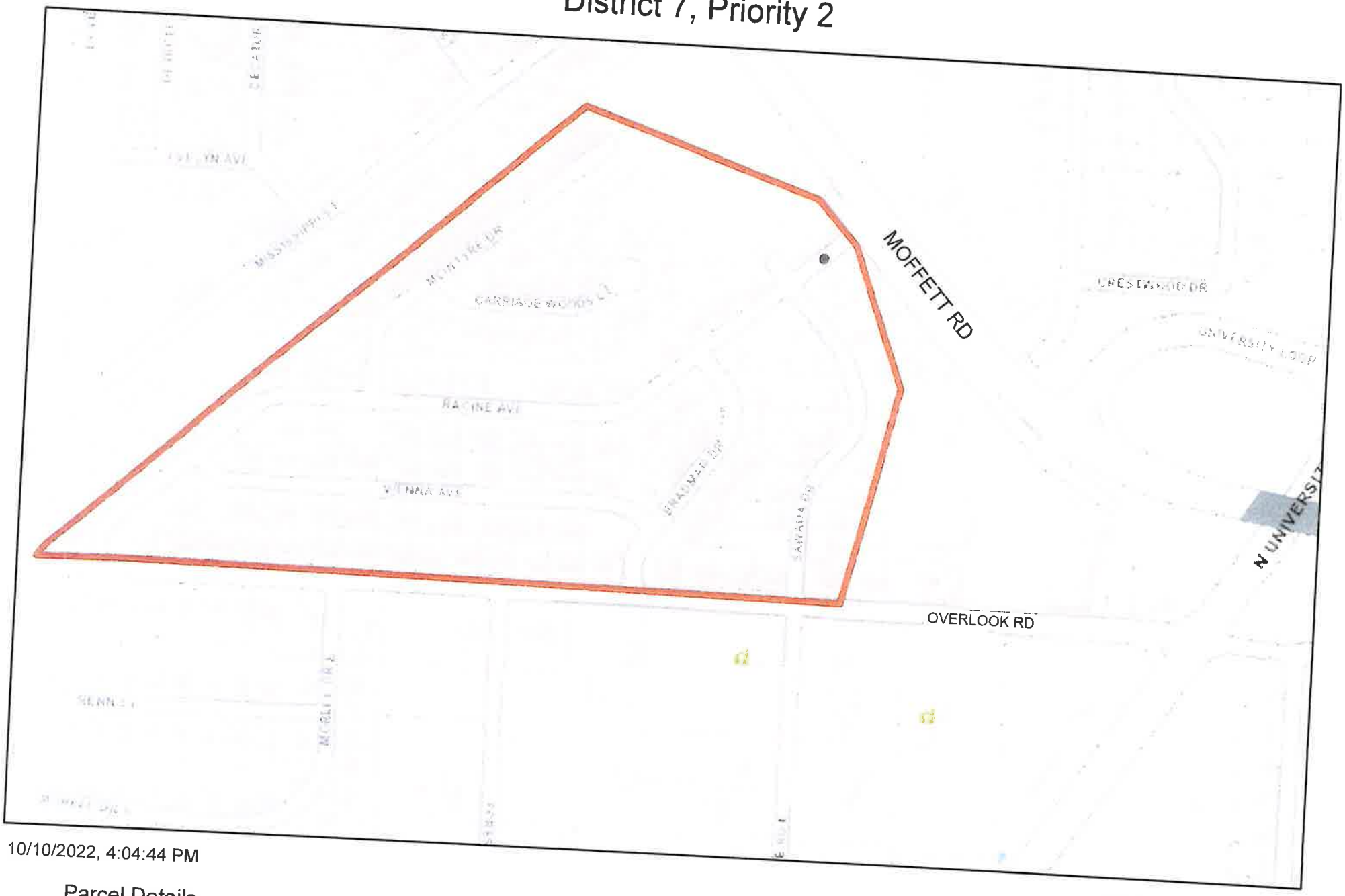
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City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue

Web AppBuilder for ArcGIS

District 7, Priority 2



10/10/2022, 4:04:44 PM

Parcel Details

1:4,497

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0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission

Web AppBuilder for ArcGIS

District 7, Priority 3



9/27/2022, 10:57:30 AM

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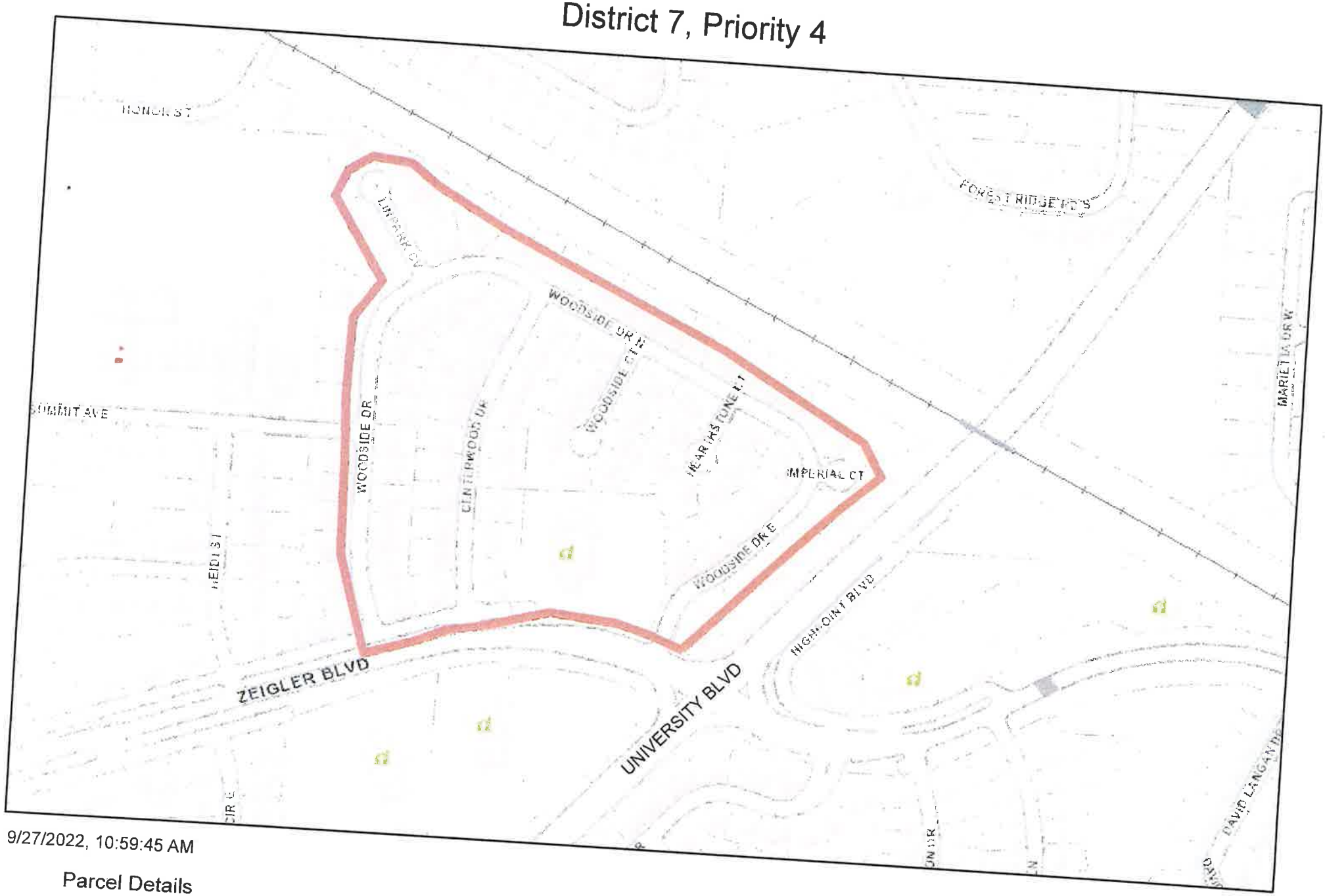
1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

District 7, Priority 4



9/27/2022, 10:59:45 AM

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile

Web AppBuilder for ArcGIS

District 7, Priority 5



9/27/2022, 10:53:56 AM

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

City of Mobile GIS Department

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile

Web AppBuilder for ArcGIS

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

PARTSMI-01 AJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2022

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 License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:
INSURED Parten Smith, Inc. 8765 Beverly Rd. Extension Irvington, AL 36544	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : American Fire and Casualty Company — 24066 INSURER C : Ohio Casualty Insurance Company — 24074 INSURER D : Alabama Home Builders — NONE 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	BLS (23) 58 82 37 93	5/21/2022	5/21/2023	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X HCPD $50,000 Limit [X] $1,000 Comp/Coll	X	X	BAA (23) 58 82 37 93	5/21/2022	5/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X	X	USO (23) 58 82 37 93	5/21/2022	5/21/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	00120223498900	1/1/2022	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
B	Commercial Automobil			BAA (23) 58 82 37 93	5/21/2022	5/21/2023	Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30-day Notice of Cancelltion, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
PO 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

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ATTACHMENT "C"

SUBCONTRACTIN 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:Archnique.Kidd@cityofmobile.org
251.208.7957
205 Government Street, 5th Floor

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Partensmith Inc Your Bid/Proposal Amount $ ~~1,881,000.00~~ 1,911,000.00 Date: 12-07-2022

12 / 07 / 2022 Description 2023 Citywide Sidewalk Repairs & Maintenance Proj# 2023-3005-01

Name of Bidder/Proposer: Parten Smith 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
Bayou Concrete		Concrete Supply	200,000	~~9.40~~ 10.6%	NO	
Bay Concrete	251 957 0490	Concrete Supply	200,000	~~9.49~~ 10.6%	NO	
ADW Trucking	251-377-5154	Material Hauling/Trucking	79,750	4.24%	Yes	
Best Price Services LLC	251-458-0510	Landscaping Items	230,820	12.27%	Yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Parton Smith Inc.

Contact Person: Doug Parton Phone _____ Email _____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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: arehnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION: 2023 City Wide CIP Repair & Maintenance 2023-3005-01		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

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 Robert Porter Sr (affiant) who, being duly sworn says as follows:

Vice President/CEO of Porter Smith 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 Vice President for Porter Smith 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 Porter Smith Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1153468.

CEO of Porter Smith Inc

Sworn to and subscribed before me this the 7th day of December, 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

RE: DBE Approval 2023 City Wide Sidewalk Repair & Maintenance

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Tue 1/17/2023 2:36 PM
To: White, Jessica <jessica.white@cityofmobile.org>
Cc: Olivero, Tammy <tammy.olivero@cityofmobile.org>
Good afternoon,

The Subcontractor and Major Supplier plan for the 2023 City Wide Sidewalk Repair & Maintenance (2023-3005-01) is approved.

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Tuesday, January 17, 2023 10:27 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Olivero, Tammy <tammy.olivero@cityofmobile.org>
Subject: DBE Approval 2023 City Wide Sidewalk Repair & Maintenance

Attached is the Parten Smith Inc., DBE Request for 2023 City Wide Sidewalk Repair & Maintenance (2023-3005-01). Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

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. 2023-3005-01
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

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 OF MOBILE
CITY PROJECT NO. 2023-3005-01
2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

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.

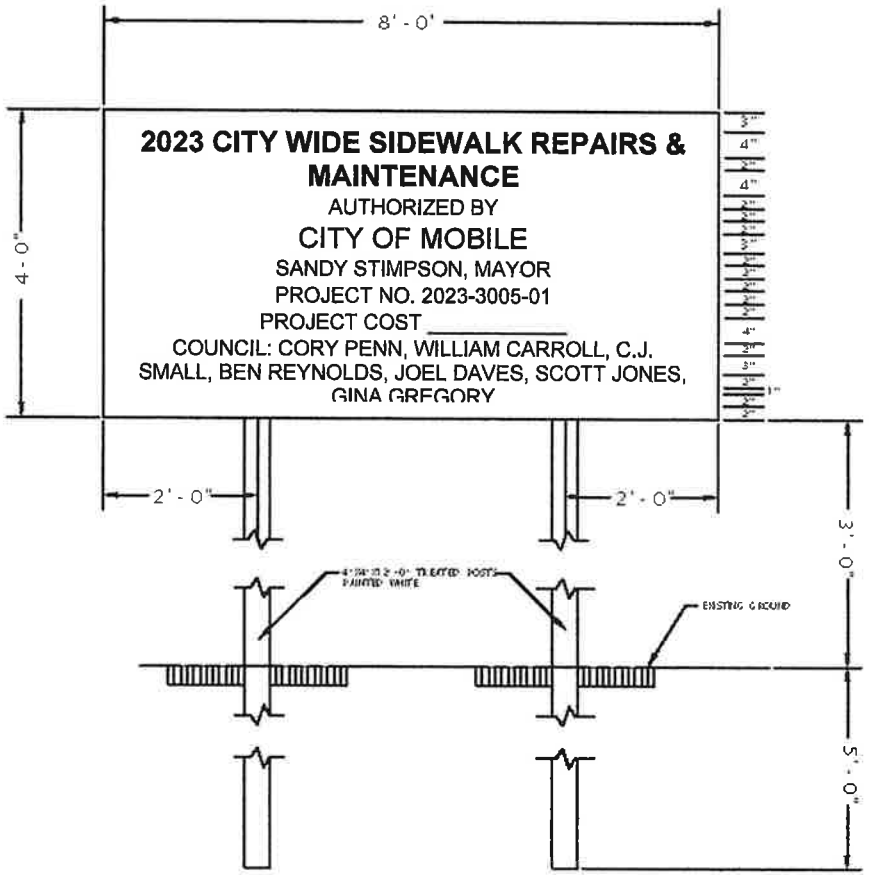
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ADDENDUM NO. 1

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood pointed 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.

LETTER	INITIAL ISSUE / REVISION	APPROVED / DATE

CITY OF MOBILE
ENGINEERING DEPT

CITY STANDARDS
PROJECT SIGN DETAIL

SCALE: N.T.S. | DATE: October 2016

ADDENDUM NO. 1

ATTACHMENT "F"

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:** 12-07-2022

Name of Project: 2023 CITY WIDE SIDEWALK REPAIR & MAINTENANCE

Project Number: 2023-3005-01

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:	$ 40,000.00
ADDITIVE ALTERNATE #1:	$ 1000.00

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 Parten Smith Inc

Mailing Address PO Box 189 St Elmo AL

***By (Legal Signature)**

*Name (type or print) Robert D Parten Sr (Seal)

*Title Vice President

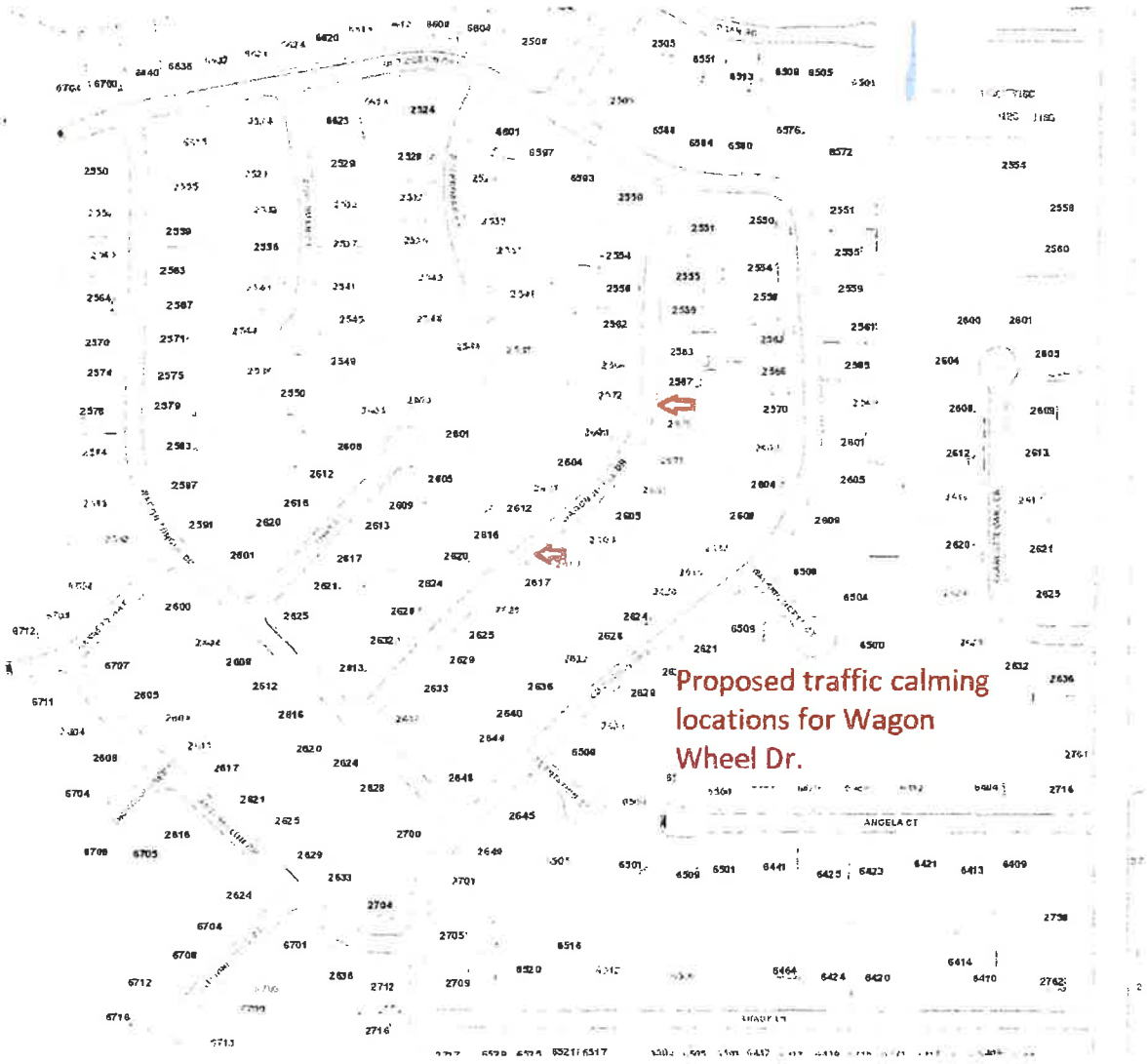
Telephone Number 251 957 1555

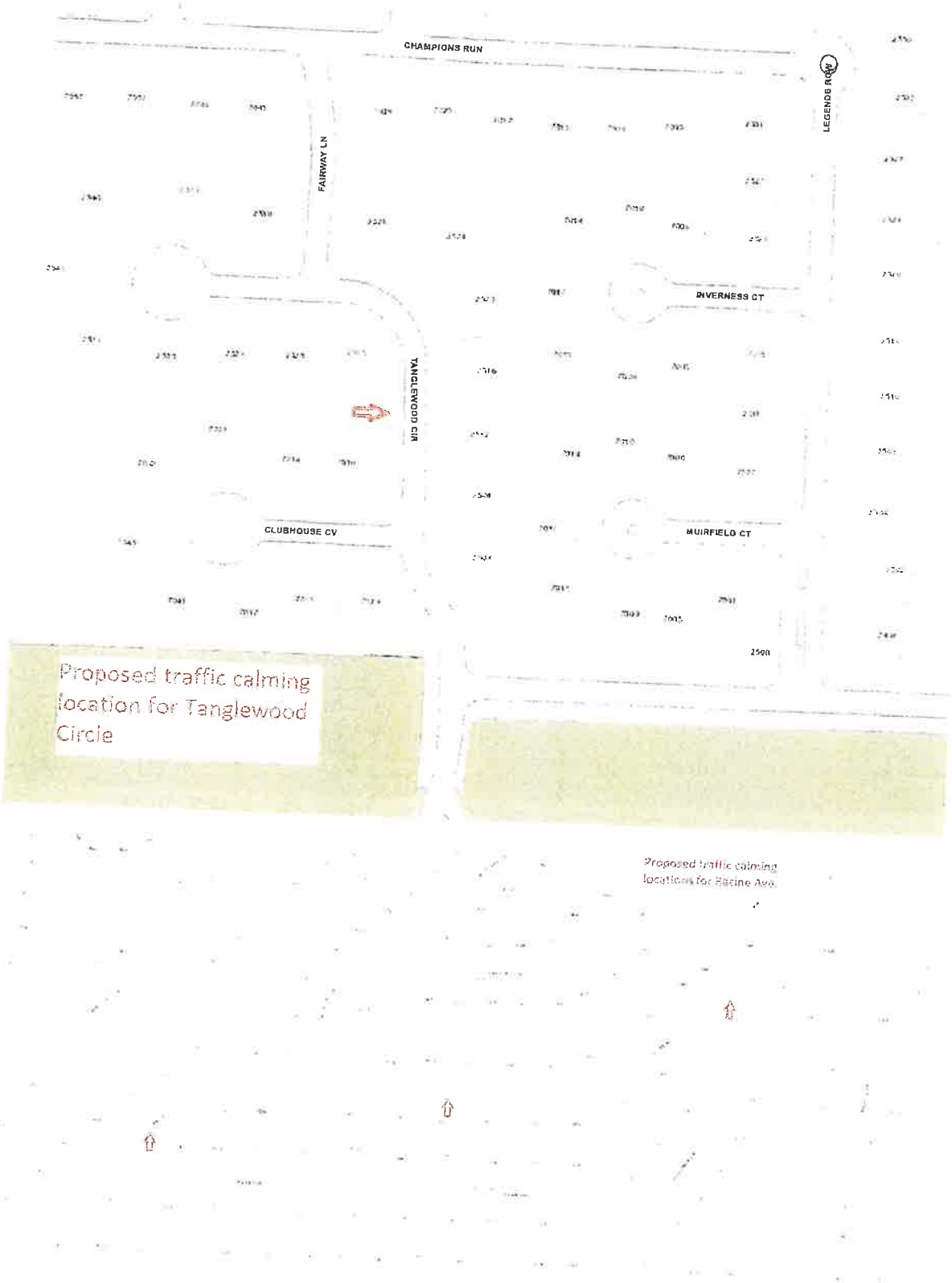
ATTACHMENT "G"

RUBBERIZED SPEED CUSHIONS

LOCATIONS

Road name	Number of Devices
Wagon Wheel Drive	2
Tanglewood Circle	1
Racine Avenue	3




CHAMPIONS RUN
LEGENDS RUN
FAIRWAY LN
INVERNESS CT
TANGLEWOOD CIR
CLUBHOUSE CV
MUIRFIELD CT
Proposed traffic calming location for Tanglewood Circle
Proposed traffic calming locations for Racine Ave

SPECIFICATIONS

Dimensions of the tongue and groove modules:

Width: 18" (+/- 1/16")

Length: 42" (+/- 1/8")

Thickness: 3" (+/- 1/8")

Dimensions of the Cushions are changeable by

Width: 18" increments

Length: 42" increments

Standard Dimensions of Speed Cushions

7' x 6' x 3" • 8 modules

10.5' x 6' x 3" (Flat surface 72" x 42") •12 modules

14' x 6' x 3" (Flat surface 72" x 84") •16 modules

21' x 6' x 3" (Flat surface 72" x 126") • 20 modules

Entrance and exit gradient: 1:15 (7%) Lip: .25"

Side gradient: 1:3 (35%) Lip: .25"

Physical properties:

Material: Compression molded 100% recycled synthetic and natural rubber composite

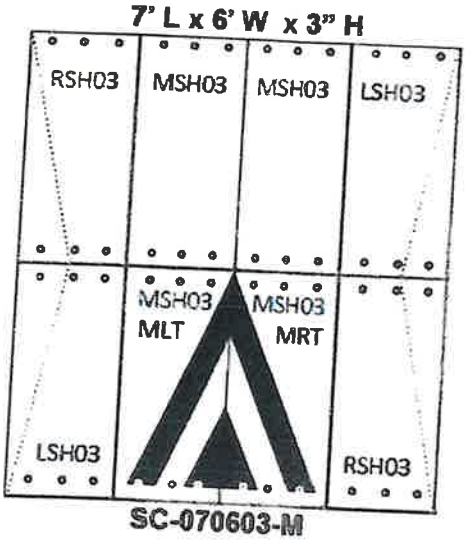
Tensile strength: minimum 500 psi

Shore hardness: minimum 70A

Specific gravity: 1.1

Deformation Rate: None; 100% recovery

Skid Resistance: 89 (Dry)



Markings: All markings are embedded into the rubber during the manufacturing process and have reflective qualities. The MUTCD pattern markings (as shown in drawings) are available in white only.

MUTCD Modified Chevron Pattern

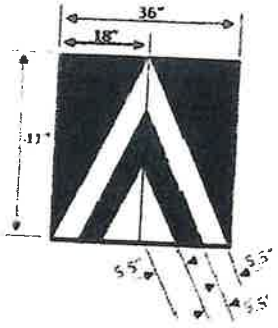
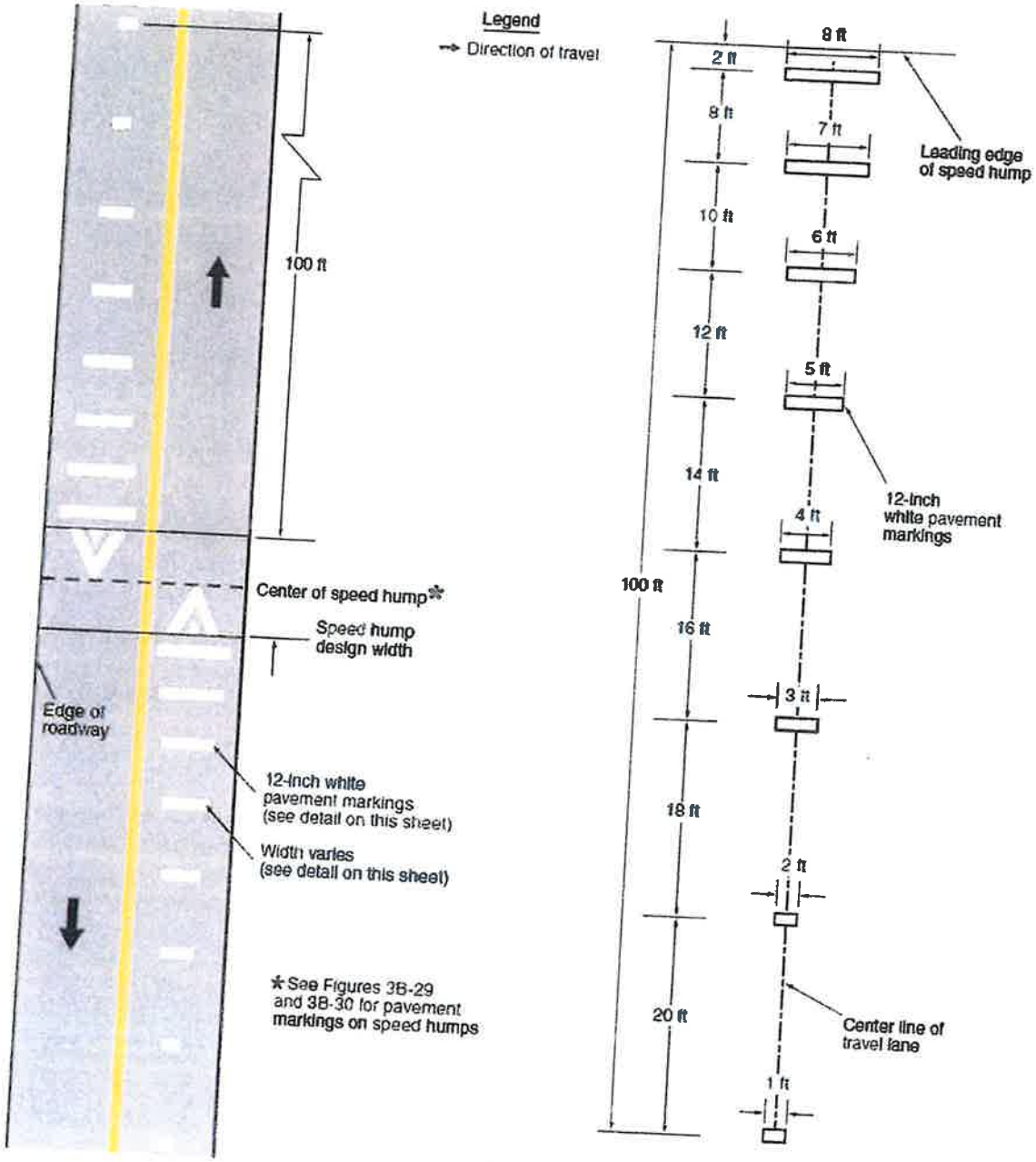


Figure 3B-31. Advance Warning Markings for Speed Humps



DETAIL—SPEED HUMP ADVANCE WARNING MARKINGS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
Ricardo Woods, City Attorney

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	1/27/2023
agreement	Cover Memo	1/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/27/2023 - 10:15 AM

01-107 2023

A RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND ADAMS STREET PROPERTY, LLC

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Adams Street Property, LLC, an Alabama limited liability company (the "Company") have agreed to the terms of that certain Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Company, a Related Company (as defined in the Agreement) of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"), has acquired certain real property and buildings located at 401 North Water Street in downtown Mobile (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City.

(c) Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility for operation as a beverage distribution facility and commercial offices (the Company's improvement work and Gulf's improvement work collectively referred to as the "Project").

(d) As part of the Project, it is expected that Gulf will employ 245 full-time employees, including employees currently working at Gulf's existing facility in the City, with a combined total capital investment required for the Project by the Company and Gulf estimated to be approximately Twenty-One Million, Two Hundred Fifty Thousand Dollars ($21,250,000) within the timelines provided in the Agreement.

(e) In reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws, particularly by conveying approximately three (3) acres of real property currently owned by the City and located adjacent to the Facility (the "Property") to the Company, at no cost to the Company, subject to certain recapture provisions as set forth in the Agreement. The estimated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Incentive"). The Company and Gulf will each be a direct beneficiary of the Agreement.

(f) The Company and Gulf will each be a direct beneficiary of the Agreement.

(g) The Incentive will benefit the Company and Gulf in consideration of the Company's and Gulf's development of the Project, subject to fulfillment by the Company and Gulf of certain commitments as described in the Agreement.

(h) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(i) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City, including by conveying real property to any private entity for less than the fair market value thereof.

(j) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to convey the Property to the Company at no cost to the Company as set forth in the Agreement.

(k) The conveyance of real property for less than the fair market value thereof for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(l) The Property no longer serves a municipal or public purpose.

(m) (1) On January 22, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

Section 2. The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby

approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

PROJECT AGREEMENT

(Project Cold One)

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of _____ ___, 2023 (the "Effective Date") by and between the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), and **ADAMS STREET PROPERTY, LLC**, an Alabama limited liability company (the "Company"). The City and the Company are each a "Party" to this Agreement and are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Company is a Related Company, as hereinafter defined, of Gulf Distributing of Mobile, LLC, an Alabama limited liability company ("Gulf"); and

WHEREAS, the Company has acquired certain real property and buildings (the "Facility") and proposes to make improvements to, and expand, the buildings and structures thereon so as to allow Gulf to expand its existing operation in the City; and

WHEREAS, Gulf proposes to acquire and install fixtures and equipment within the Facility, and make tenant improvements to the Facility (the Company's improvement work and Gulf's improvement work collectively referred to herein as the "Project"); and

WHEREAS, the Company anticipates it will invest approximately $16,250,000 in the Project and Gulf anticipates it will invest approximately $5,000,000.00 in the Project and that Gulf will employ 245 full-time workers the Project (including employees currently working at Gulf's existing facility in the City); and

WHEREAS, in reliance on the Company's and Gulf's representations of the capital investment by the Company and Gulf, employment and wage levels provided by Gulf, and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner and amounts described herein, subject to applicable State and Federal laws; and

WHEREAS, the City and the Company wish to set forth the terms of their agreement with respect to the development of the Project; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the City and the Company have delivered this Agreement.

AGREEMENT

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

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set forth in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this section:

Agreement shall have the meaning assigned in the preamble of this Agreement.

Annual Update shall have the meaning set forth in Section 3(l).

Business Day means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the State or the United States government.

Capital Investment means the costs incurred and paid for engineering, site preparation, construction, furnishing and equipping the Project by the Company and Gulf which are of a type properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). Whether an expenditure is a Capital Investment is determined at the time the expenditure is paid or at which time the Company has contractually obligated itself to pay third-party equipment manufacturers, vendors, or contractors for delivery of or to and performance with respect to the site or construction and equipping of the Facility.

Capital Investment Target has the meaning set forth in Section 3(b).

Capital Investment Target Date has the meaning set forth in Section 3(c).

Cessation of Business has the meaning set forth in Section 5(a)(ii).

Change of Control has the meaning of either:

(a) The acquisition by any "Person" (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 75% of the combined voting power of the then-outstanding securities or ownership interest of the Company entitled to vote in the election of directors or other governing authority of the Company, or

(b) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company, or the sale or disposition of all or substantially all of the Company's assets.

City shall have the meaning assigned in the preamble of this Agreement.

Closing has the meaning set forth in Section 4(e).

Commence Construction or Commencement of Construction shall mean the first date that physical work is being performed, using appropriate equipment and manpower, to develop, expand, retrofit and equip the Facility and install necessary infrastructure to accomplish the objectives of the Project.

Commence Operations or Commencement of Operations shall mean the first date that both (a) the Facility has been issued a certificate of occupancy following application therefor by the Company from the appropriate governmental authority, and (b) Gulf is operating the Facility as a beverage distribution facility and commercial offices.

Company shall have the meaning assigned in the preamble of this Agreement and will include any approved Related Company for purposes of achieving any capital investment requirements.

Company Acceptance Date has the meaning set forth in Section 4(e).

Company Representatives has the meaning set forth in Section 4(c).

Due Diligence Period has the meaning set forth in Section 4(c).

Effective Date shall mean the date set forth in the preamble of this Agreement.

Enabling Law shall mean Amendment No. 772 of the Constitution of Alabama of 1901, as amended, codified as Section 94.01 of the Constitution of Alabama of 1901, as amended.

Facility shall have the meaning set forth in the Recitals of this Agreement.

Force Majeure Event will include any of the following events that materially adversely impact the construction or operation of the Facility: (a) fire, explosion, tornado, waterspout, straight line wind, flood, earthquakes, hurricanes and tropical storms named by the National Oceanic and Atmospheric Administration and any ensuing storm surge, unusually adverse weather; (b) war, civil war, invasion, violent act of foreign enemy or armed conflict; (c) nuclear, chemical or biological contamination, oil spills, ionizing radiation, or epidemic or pandemic; (d) vessel or object strikes, (e) an act of terrorism; (f) strikes, labor disputes, riots, civil commotion strikes or insurrection, and (g) any other or different circumstance beyond the reasonable control of such Party. For purposes of clarity, a Force Majeure Event does not excuse the payment of money and the obligation to give any notice required to be given under this Agreement. A Party will notify the other Party if it is affected by a Force Majeure Event within ten (10) Business Days

of it first becoming aware of such event. A Force Majeure Event will excuse the impacted Party from whatever performance is prevented by the Force Majeure Event and/or extend the due date for such performance for such period of time equal to the delay caused by the Force Majeure Event.

Indemnified Parties shall have the meaning set forth in Section 16 of this Agreement.

Inspection and Inspections has the meaning set forth in Section 4(c).

Land Incentive has the meaning set forth in Section 4.

Land Incentive Amount has the meaning set forth in Section 5(a).

Maintenance Period shall be the five (5) year period beginning with the first Recapture Year after the Company Commences Construction.

Mobile First Initiative shall have the meaning set forth in Section 3(l) and in **Exhibit A** hereto.

Party or Parties has the meaning set forth in the Preamble hereof.

Project shall have the meaning assigned in the Recitals of this Agreement.

Property shall mean that tract of real property described in Section 4 and on **Exhibit B** hereto.

Recapture Year shall mean each 365-day period of the Maintenance Period. The Recapture Year begins on the first day of the calendar quarter following the Company's notification to the City of Commencing Construction.

Related Company has the meaning provided in the Alabama Jobs Act, codified in Section 40-18-370, *et seq*., of the Code of Alabama.

Statutory Warranty Deed has the meaning set forth in Section 4(a).

Survey has the meaning set forth in Section 4(b).

Title Commitment has the meaning set forth in Section 4(d).

Title Insurance Company has the meaning set forth in Section 4(d).

Title Insurance Policy has the meaning set forth in Section 4(e).

3. The Company's Commitments, Representations and Warranties. The Company acknowledges that the citizens of the City anticipate the prompt receipt of substantial economic benefit to the City and local communities in return for the incentives granted under this

Agreement. In consideration of the City providing the incentives described in this Agreement, the Company makes the following commitments, representations and warranties:

(a) The Company shall cause Commencement of Construction not later than November 1, 2023, and the Company shall cause the Commencement of Operations not later than January 1, 2026.

(b) In furtherance of the Project, the Company's and Gulf's cumulative Capital Investment in the Project will be $21,250,000 (the "Capital Investment Target").

(c) Not later than January 1, 2026 (the "Capital Investment Target Date"), the Company expects to achieve the Capital Investment Target.

(d) The Company shall give good faith consideration to City-based contractors and vendors and City residents to provide products and services in undertaking the Project and shall cause Gulf to do the same. The Company shall select contractors and vendors which are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law and shall cause Gulf to do the same. Except as expressly set forth in this Subsection 3(d), the Parties acknowledge and agree that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.

(e) The Company shall give good faith consideration to qualified City residents for employment at the Project, subject in all cases to the Company's then usual and customary hiring policies and shall cause Gulf to do the same. Except as expressly provided in this Subsection 3(e), the Parties acknowledge and agree that recruitment and selection of employees for the Project shall be at the sole discretion of the Company.

(f) The Company acknowledges and agrees that the City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible. It is the intent of the Company to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in constructing, equipping, and operating the Project. The Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Company.

(g) The Company is a going concern, is financially solvent and shall make available adequate funding to undertake the Project and conduct the Company's business at the Facility.

(h) The Company and Gulf are each in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations at the Facility throughout the duration of this Agreement including any applicable employment and immigration laws.

(i) Pursuant to section 31-13-9(k) of the Code of Alabama, by signing this Agreement, the Company affirms, for the duration of this 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. Furthermore, if the Company is found to be in violation of this provision, it shall be deemed in breach of this Agreement and the Company shall be responsible for all damages resulting therefrom. On or before the Effective Date, the Company has provided to the City documentation evidencing its participation in the E-Verify program.

(j) The Company is not prohibited from consummating the transaction contemplated in this Agreement by any applicable law, regulation, agreement, instrument, restriction, order, or judgment.

(k) The Company has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational or governing documents, or otherwise is required by law, and (ii) any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to enter into this Agreement and make the commitments contained in this Agreement, any such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Upon request by the City, reasonable documentation of the foregoing authority and action shall be provided by the Company. Further, upon request of the City, the Company shall provide such other documentation as is reasonably satisfactory to the City as to the matters described in this Agreement.

(l) The Company, directly and through its construction manager, will implement contracting and hiring goals for the Project consistent with the "Mobile First Initiative for the Mobile Area Business Community" attached hereto as **Exhibit A** (the "Mobile First Initiative"). During construction and ramp up of the Project, the Company agrees to provide an annual written update (the "Annual Update") to the Mobile Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Update will include any reports as contemplated by the Mobile First Initiative and will be provided within thirty (30) days of the annual anniversary date of this Agreement.

(m) If the Company determines that it will not meet any of the commitments set forth in Subsections 3(a) or (c) by the deadlines set forth in those Subsections due to the occurrence of a Force Majeure Event, within a reasonable time prior to expiration of any such commitment that the Company claims has been or will be delayed by a Force Majeure Event, the Company shall give the City written notice containing a description of the Force Majeure Event in question, an explanation of how the Company anticipates such event will affect the Company's performance under this Agreement, what actions the Company plans to undertake in order to address the

conditions caused by the Force Majeure Event and an estimate of how long the Company anticipates the Force Majeure Event will delay the Company in meeting its commitments under this Agreement. If the City determines that a Force Majeure Event has occurred and that the Company is making a good faith effort to meet its commitments despite the delay caused by the Force Majeure Event, the City shall give the Company a reasonable period of time to address such conditions before the Company shall be considered in default under this Agreement.

4. **The City Land Incentive**. In order to properly expand the Facility for use by the Company and Gulf, the Company must acquire a portion of real property adjacent to the Facility comprising approximately 3 acres that is currently owned by the City, as more particularly described on **Exhibit B** attached hereto (the "Property"). In consideration of the Company undertaking the Project and the economic benefit to the City to be realized from the Project, the City will convey the Property to the Company, at no cost to the Company, subject to the following:

(a) Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City hereby agrees to convey the Property to the Company by executing and delivering to the Company at Closing (as defined herein) through a recordable statutory warranty deed in a form approved in writing by the Company conveying good and marketable fee simple title to the Property, free of all liens, security interests, defects, leases, restrictions, assessments, claims and encumbrances, except for the following matters: (1) utility easements necessary to serve the Property that are approved in writing in advance by the Company; (2) any easements, rights-of-way, encroachment or other such encumbrances recorded in the land records of Mobile County, Alabama or otherwise identified in the Survey that do not interfere with the planned Project and are approved in writing by the Company, (3) any retained easements provided the same are approved in writing by the Company, and (4) any other exceptions approved in writing by the Company in accordance herewith (the "Statutory Warranty Deed").

(b) Survey. Within ten days (10) days following the Effective Date, the City will complete or cause to be completed, at the City's cost or expense, a complete, current survey (conforming to ALTA standards) of the Property and all burdening easements and rights-of-way appurtenant thereto, made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of the Company and, if applicable, the Title Insurance Company (as defined herein) (the "Survey"). The Survey will be certified in favor of the Company, the City and the Title Insurance Company and will show the number of square feet included in the Property, any improvements on the Property, rights-of-way, easements or encroachments on the Property, wetlands, flood hazard data concerning the Property and any other matters desired by the Company. The surveyor that prepares the Survey will, in connection therewith, also prepare a legal description of the Property. Upon delivery of the Survey and legal description of the Property to the Company, the Company will also provide a copy of the Survey and said legal description to the City and the legal description will be utilized in the Statutory

Warranty Deed. The Company will have the right to object to matters revealed by the Survey as a part of its right to object to title to the Property as set forth in Section 4(d).

(c) Inspection of the Property. The City will allow the Company thirty (30) days from the Effective Date to complete its due diligence on the Property (the "Due Diligence Period"), and will provide the Company with reasonable Property access for its due diligence prior to the expiration of the Due Diligence Period. Within ten (10) days of the Effective Date, the City will furnish the Company without warranty an electronic and hard copy of any study, investigation, report, testing, analysis or other document in the possession or control of the City concerning the condition of all or a part of the Property. The City hereby grants to the Company and its employees, contractors, and agents (collectively the "Company Representatives") the right and privilege prior to the Closing to enter upon the Property and to make engineering studies, structural analyses, the Survey, appraisals, investigations and other types or kinds of analyses of the Property desired by it, including, but not limited to endangered species, wetlands, cultural assessments and/or environmental tests or other analyses (collectively, the "Inspections"). For the purposes of this Section and this Agreement, the City consents to the Company, should it choose to do so, utilizing any professional to conduct an Inspection previously used by the City for a similar Inspection. Before the Company Representatives enter the Property to perform any Inspections, the Company will give the City reasonable advance notice and, at the City's option, a representative of the City may accompany the Company or the Company's representative. The City will not be required to conduct any investigation related to the above specified Inspections; rather the Company will conduct its own investigations, as it deems necessary and desirable, to determine its satisfaction with all of the above specified Inspections. At all times during the presence of the Company's Representatives on the Property, the Company agrees that the Company will not allow, and the Company's Representatives will not conduct, any physically invasive testing of, in, on, or under the Property without first obtaining the City's written consent, which consent will not be unreasonably withheld, conditioned, or delayed. The Company agrees to return the Property to the same condition and cleanliness existing before entry or occupation by the Company's representatives, including, but not limited to, sealing wells or other similar subsurface investigations to the extent practicable. The City will keep confidential all information resulting from the Inspections except where disclosure is required by law. The Company and the City may disclose confidential information to the applicable party's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Property, provided the disclosing party takes all reasonable measures to assure that its representatives keep such information confidential which will be deemed satisfied if the disclosing party advises their representative in writing of the existence of confidential information and the requirement to keep the information confidential. The Company will indemnify and hold the City harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by the Company, which the City may incur as a result of (a) any act or omission of the Company or its agents or representatives arising in connection with any tests or inspections conducted by the Company or its agents or representatives, or (b) the failure of the Company to

restore the Property in accordance with this Section; provided, however, that the Company will not be required to indemnify the City if and to the extent that any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of the City, its representatives, or its agents. Upon completion of the Inspections, the Company may, by written notice, advise the City of any defects in or concerns with the environmental condition of the Property, the condition of any buildings on the Property, or any other matters of any kind or nature related to the Property which, in the sole discretion of the Company, materially interfere with or adversely affect the development of the Property for use in the Project. Upon receipt by the City of such written request from the Company, the City will use commercially reasonable efforts to cure such defects. The City will cooperate with the Company in causing (y) a subdivision plat to be approved which combines the Property to be incorporated into the Facility property as a single lot of record and (z) the combined properties to be re-zoned in a manner which will allow the newly approved subdivision lot to be used as a warehouse, distribution facility, and commercial office building. The Company shall cause all applications for subdivision and rezoning of the Property to be prepared and filed with the City Planning Commission and the City agrees to provide its consent to the filing of the same. On or before the date of expiration of the Due Diligence Period, and subject to the obligation set forth herein of the City to cure defects, the Company will provide the City with either (i) written notice that it deems the Property to be unsuitable for its intended purpose and is therefore terminating this Agreement, or (ii) a written waiver of all conditions and contingencies for its acceptance of the Property from the City and a written certification that the Company will accept the conveyance of the Property from the City, subject to all matters of title and Survey then existing, and Commence Construction as defined herein. In the event the subdivision and re-zoning process has not been completed during the Due Diligence Period, the Parties agree to extend the Due Diligence Period, and the Company's right to make any objections, to a date which is ten (10) days following final approval of the subdivision and re-zoning of the Property and the expiration of any appeal period.

(d) Title to the Property. The City hereby represents and warrants to the Company that it is or will prior to Closing be the sole, fee simple owner of the Property. Within ten (10) days following the Effective Date, the Company will obtain a commitment for title insurance for the Property (the "Title Commitment"), at the Company's expense, which Title Commitment will be issued by a title company satisfactory to the Company (the "Title Insurance Company") in an amount acceptable to the Company. The Title Commitment will commit (i) to insure title to the Property, and (ii) to provide any special coverages and/or endorsements reasonably desired by the Company. The Company will also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Title Commitment and evidence satisfactory to the Company that there are no UCC financing statements affecting the Property or any appurtenant easements or rights-of-way. If the Title Commitment, the examination of UCC financing statements or the Survey reveals defects, liens, claims or encumbrances, then the Company will provide written notice to the City of such defects, liens, claims or encumbrances, and upon receipt of such notice by the City, the City will have thirty (30) days to cure any such defects or claims or remove such liens or

encumbrances. If said defects, liens, claims or encumbrances cannot be cured by the City within thirty (30) days after the City receives notice thereof, then the Company may take any one or more of the following actions, in its sole discretion: (1) by written notice to the City, give the City additional time to remove such defects, liens or encumbrances without prejudice to the Company's right to take either of the following actions in the event the City does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to the City, waive any such defect, lien or encumbrance and proceed with the transaction; and/or (3) by written notice to the City, terminate this Agreement. Additionally, the Company reserves the right to review all title exceptions shown on the Title Commitment or otherwise made known to the Company to insure that none of them will materially interfere with or adversely affect the development of the Property for use in the Project. At the Closing, the Company may cause the status of the title to the Property to be updated (including but not limited to updating the Survey) to the actual time of the Closing and may obtain assurance that is satisfactory to the Company in its sole discretion from the Title Insurance Company that the Title Insurance Policy (defined herein) to be issued pursuant to the Title Commitment will be issued to the Company and/or a lender simultaneously with the Closing in accordance with the Title Commitment, subject to any objections made by the Company. On or before the date of the Closing, the City will comply with the requirements of the Title Commitment and will otherwise perform all acts and execute all instruments to convey good, marketable and insurable title to the Company in accordance herewith and to cause issuance of a Title Insurance Policy in accordance with the Title Commitment, subject to any objections made by the Company.

(e) Closing. Upon approval of the subdivision and re-zoning of the Property and the City's receipt from the Company during the Due Diligence Period, as the same may be extended, of the waiver and certification provided for in Section 4(c) (the "Company Acceptance Date"), the City and the Company will agree to a date or dates not more than fifteen (15) days following the Company Acceptance Date, unless a later date is agreed to in writing by the City and the Company, on which the City will, at no cost to the Company, convey the Property by Statutory Warranty Deed to the Company ("Closing"). At the Closing, the City will execute and deliver such other instruments and documents as are usual and customary for a closing of real property or required by the Title Company to provide an Owner's and/or Lender's policy of Title Insurance (collectively or individually the "Title Insurance Policy"), including but not limited to: (a) an affidavit agreement in favor of the Company stating that the City is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended; (b) an IRS Form 1099; (c) an Owner's and Contractor's Affidavit in a form required by the Title Company; (d) a Closing Statement; a Broker's Lien Waiver or Affidavit in a form required by the Title Company; and (e) a resolution, consent, minutes or other documents in a form approved by the Title Company ratifying this Agreement and all documents required by the City arising out of this Agreement, evidencing the authority of the City to execute the Statutory Warranty Deed and other closing documents and agreements and designating the authorized representative to sign the same for and on behalf of the City.

(f) Possession of the Property. Possession of the Property will be delivered to the Company upon the date of Closing and simultaneously with the delivery by the City of the Statutory Warranty Deed.

5. Recapture of the Land Incentive Amount. The Company acknowledges that the Land Incentive offered by the City is based, in part, on the estimated economic impact that will be realized from the Capital Investment incurred in the Project, and that those benefits are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions in favor of the City in the circumstances described below for the Land Incentive:

(a) For all purposes of this Agreement, the Parties agree that the anticipated value of the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) (the "Land Incentive Amount"). The City shall be entitled to compensation payable by the Company for the Land Incentive Amount or portion thereof under the following conditions:

i. In the event the Company and Gulf, on a consolidated basis, fail to achieve at least eighty-five percent (85%) of the Capital Investment Target by the Capital Investment Target Date, the Company will pay to the City a prorated amount of the Land Incentive Amount, calculated by multiplying the Land Incentive Amount by the percentage difference between the Capital Investment Target and the actual amount of Capital Investment at the Facility as certified by an authorized officer of the Company and Gulf.

ii. Notwithstanding anything herein to the contrary, if for any reason whatsoever during the period beginning at the Commencement of Construction and ending upon the expiration of the Maintenance Period, the Company and/or Gulf substantially abandons the construction of the Facility, closes the Facility, or relocates substantially all of its operations conducted at the Facility to a location outside of the City (each such event constituting a "Cessation of Business"), then promptly after the occurrence of the Cessation of Business, the Company will pay to the City in immediately available funds the amount of the Land Incentive Amount less the total of any payments theretofore received by the City from the Company pursuant to this Section 5.

(b) Notwithstanding anything herein to the contrary, the maximum amount that the City may recapture from the Company under this Section 5 will be the Land Incentive Amount.

(c) The right of the City to require payment to the City of the amounts related to the Land Incentive Amount under this Section 5 will survive the termination of this Agreement and end upon the expiration of the Maintenance Period.

6. Grounds for Termination of the Obligations of the City. The obligations of the City hereunder may be terminated by the City upon the occurrence of any of the following events:

(a) Failure of the Company to timely pay all amounts required under Section 5 of this Agreement as a result of the Company's failure to Commence Construction of the Facility or to

cause Gulf to Commence Operations at the Facility as required by the terms of this Agreement. The City will provide to the Company prior written notice and opportunity to cure for a period of ninety (90) days from receipt of such written notice before delivering a default.

(b) The determination by the City, and the giving of written notice by the City to the Company that any material representations made by the Company or its agents to induce the City, or any agency or subdivision thereof, to offer the Land Incentive to the Company are not true in any material respect. In the event the Company disagrees with such determination, the Company will so indicate by written notice given no later than thirty (30) days following receipt of the City's notice. In such event, the City will give good faith consideration to any information provided by the Company before deciding whether or not to proceed with termination. If the Company disagrees with the City's determination, the Company may avail itself of the legal rights as referenced in Section 13 of this Agreement.

(c) Subject first to both the Company's failure to cure and then pay those amounts set forth in Section 5, the failure of the Company to Commence Construction of the Facility or Commence Operations at the Facility by the dates set forth in Section 3(a), or to meet the Capital Investment Target by the Capital Investment Target Date.

(d) A Change of Control of the Company that occurs without the consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, before the expiration of the Maintenance Period. In the event of a termination due to a Change in Control, the full Land Incentive Amount will be immediately due and payable by the Company to the City.

7. **Costs and Expenses**. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

8. **Assignment**. Absent the consent of the City, which will not be withheld unreasonably, this Agreement is not assignable, except that the Company will have the right at any time to assign all or part of its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any Related Company or any financially solvent affiliate of the Company that is not a single purpose entity for this Project, that is reasonably acceptable to the City and that agrees to assume the assigned obligations of the Company in and to the Project; and if so assigned, the Company will continue to be responsible for the performance of obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City. Nothing herein will prohibit the Company from assigning this Agreement through a merger or otherwise by operation of law. Nothing herein will prohibit the Company from pledging its rights under this Agreement to any lender or agent on behalf of its lenders, or from such lenders or agents exercising remedies with respect to such pledge.

9. **Section Titles and Headings**. The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

10. **Survival of Representations and Warranties**. The representations, warranties and covenants made by each of the Parties hereto and contained herein will survive the performance of any obligations to which such representations, warranties and covenants relate.

11. **Further Assurances.** The Governmental Parties each agree to do all things and take all actions permitted by law required by this Agreement. The Company agrees to do all things and take all actions permitted by law required by this Agreement.

12. **Amendments and Waivers**.

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as provided herein, the rights and remedies herein provided will be cumulative and not exclusive of any rights or remedies provided by law.

13. **Governing Law**. The governing law of this Agreement will be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the Parties agree that any dispute between the Parties for which judicial resolution in the state or federal court system is appropriate will be resolved in the courts of Mobile County, Alabama or Federal courts located in Mobile, Alabama.

14. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

15. **Notices.** All notices required by, or arising out of, or related to this Agreement will be sent by overnight courier or United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the City:

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

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Company:

Adams Street Property, LLC
3378 Moffett Road
Mobile, AL 36607
Attn: Louis Maisel

With a copy to:
James F. Watkins, Esq.
Maynard Cooper & Gale
11 North Water Street, Suite 24290
Mobile, Alabama 36602

or to such other address as the receiving Party will have most recently forwarded to the sending Party pursuant to the provisions of this Section 15.

16. Indemnification. The Company will release, save, hold harmless, and indemnify the City, its elected officials, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the Company's performance of any of its obligation herein, or arising from or in connection with any activity of the Company or any of the Company's agents, contractors or employees in connection with the Project, and from and against all reasonable costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, arising from the Company's performance of any of its obligation herein, and the Company, upon notice from the City, will defend the same at the Company's expense by counsel reasonably satisfactory to the City as the case may be. The foregoing indemnity obligation will include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied under contract with any of the same and the Company in connection with the improvements of the Project. The foregoing indemnity obligation will survive the expiration or earlier termination of this Agreement.

17. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

18. **No Strict Construction**. The language used in this Agreement will be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person.

19. **No Other Duties**. The only duties and obligations of the Parties under this Agreement are as specifically set forth in this Agreement, and no other duties or obligations will be implied in fact, law or equity, or under any principle of fiduciary obligation.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which, together, will constitute one and the same instrument. This Agreement may be executed by one or more Parties using an electronic signature, which the Parties agree will be binding for all purposes and will constitute an original signature.

21. **Interpretation**. The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof. References to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement unless otherwise specified. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any fact or item disclosed in any Schedule will be deemed disclosed in each other Section of such Schedule to which such fact or item may apply so long as (a) such other Section is referenced by applicable cross reference or (b) the relevance of such disclosure to such other Section is reasonably apparent on its face without any further inquiry. Any capitalized terms used in any Schedule but not otherwise defined therein will have the meaning as defined in this Agreement. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any statute include any rules and regulations promulgated thereunder, and references to any statute, rule or regulation are to such statute, rule or regulation as amended, modified or supplemented from time to time in accordance with applicable law. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The word "Party" is to be deemed to refer to a Party hereto and references to "$" are to U.S. Dollars. References to "days" will refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be

fulfilled on a day which is not a Business Day, such period will expire or such event or condition will occur or be fulfilled, as the case may be, on the next succeeding Business Day.

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

23. Press Releases. To the extent permitted by applicable law, the City agrees to cooperate fully to coordinate with the Company in connection with all press releases and publications concerning the Project.

24. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Company herein are binding upon and will inure to the benefit of the Company and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the City herein are binding upon and will to the extent provided by the terms of this Agreement inure to the benefit of the City and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any incentives provided hereunder, the City will enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Company either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

25. Execution and Performance of Company's Commitments, Representations and Warranties. The Parties agree that, in executing and performing on the commitments, representations and warranties set forth in Section 3, the Company will be entitled to execute and perform either directly, or indirectly through the Company's parents, affiliates or subsidiaries, and that such indirect performance will be accounted and recorded as performance and execution of the Company for purpose of this Section 25 and this Agreement.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[*Remainder of page intentionally left blank*]

ADAMS STREET PROPERTY, LLC, an Alabama limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Signature Page for Project Agreement by and between Adams Street Property, LLC and the City of Mobile, Alabama

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE

_____
William H. Stimpson, Mayor

EXHIBIT A
Mobile First Initiative

(attached)

EXHIBIT B

Legal Description of Property

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Archnique Kidd, Supplier Diversity Manager
Office of Supplier Diversity

Sponsored by:

Mayor William S. Stimpson

Amount of Contract:

$81,000 per year for 3 years

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Qwally Resolution	Cover Memo	2/2/2023
Qwally Agreement	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Rejected	2/2/2023 - 1:31 PM
Neighborhood Development	Cox, Shakeena	Approved	2/2/2023 - 12:35 PM
Neighborhood Development	Roberts, James	Approved	2/2/2023 - 1:39 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:29 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:23 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson;

WHEREAS, the City of Mobile adopted Ordinance 14-080-2020 on July 7, 2020 for the purpose of providing equal access to City contracts by those businesses and individuals that are disadvantaged; and

WHEREAS, the City procured Qwally, Inc., in compliance with federal requirements in 2019 to implement and design a website to promote the development and contracting capacity of local small and disadvantaged businesses as described in the City's Request for Proposals; and

WHEREAS, to remain in compliance with the previously mentioned ordinance, the City finds that it is beneficial to continue its use of the website and tracking system that has been installed to assist in the capacity of local small and disadvantaged businesses; and

WHEREAS, the City's Office of Supplier Diversity tracks participation by these businesses and individuals so as to comply with Ordinance 14-080-2020;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to enter into an agreement with Qwally, Inc., in an amount not to exceed $81,000 per year for 3 years, to assist the Office of Supplier Diversity to more efficiently track, through electronic means, participation by contractors and subcontractors as described in Ordinance 14-080-2020:

Adopted:

_____

Lisa C. Lambert, City Clerk

City of Mobile

Disadvantaged Business Enterprise Certification, Tracking & Reporting System Software and Support

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, ALABAMA, by its Mayor, (hereinafter "City") and Qwally, Inc,. (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the City desires an interactive software product and product customization and support services to promote the development and contracting capacity of local small and disadvantaged businesses, and

WHEREAS, the City has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the City, and Contractor has agreed to provide such.

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

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Qwally SOW), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for a three year period (the "Initial Term") and automatically renew for additional one year terms (each, a "Renewal Term"), unless terminated within 90-days of the then-existing term.

ARTICLE 2. Software License: Contractor hereby grants City a nonexclusive license to use the Software for its internal business purposes, provided the City complies with the other restrictions set forth in this Agreement. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and the City receives no right, title, or interest in the Software or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The City shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or underlying ideas, algorithms, or organization of any Software. Contractor shall provide

such services ("Services") as are required by any statement of work in the form attached hereto as **Exhibit A** (Statement of Work Form), executed by each party (each a "Statement of Work" or "SoW"). Upon execution, a Statement of Work will become part of this Agreement. In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The City and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The City acknowledges and agrees that Qwally owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary software and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such software and documentation provided to the City in connection with this Agreement (the "Software"). The City further acknowledges and agrees that the City will have only the right to use the Software as set forth on Exhibit B, attached hereto and incorporated by reference. The City will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, knowhow or algorithms relevant to the Services or any Software; (b) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or Software.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide City the Services in accordance with the Service Level Agreement provided in **Exhibit B**.

ARTICLE 5. Payment and Invoicing. Pricing shall be as indicated in **Exhibit A**. Contractor will invoice, and City agrees to pay, not later than 30 days after the Effective Date, the Year 1 "Mobile License Price". Contractor will invoice the "Mobile License Price" for Year 2 on the first anniversary date of the Effective Date, and the Mobile License Price" for Year 3 on the second anniversary date of the Effective Date. City agrees to pay all valid invoices within 30 calendar days of receipt. The City may request, and Contractor may provide, additional Professional Services at the rates indicated in **Exhibit A**.

ARTICLE 6. Data Ownership Interest. The City retains ownership of the data collected and stored by Contractor in performance of the contract. Contractor agrees to provide City, in a recoverable and transferable method, such data when requested or upon termination of the contract. The City retains ownership of any pre-existing proprietary City information and data that may be provided to Contractor. Notwithstanding the foregoing, City grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted

by City to Contractor (the "Data") for the development of Software or the provision of the Software Services and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use City branding or imply City endorsement of Contractor's product or experience without the express written consent of the City.

ARTICLE 7. Information and Materials: The City agrees to make available to Qwally any policies, documents and planning materials, pertinent City data or any other information in its possession or otherwise readily available, which has a direct bearing on the preparation of the site content.

ARTICLE 8. Review and Approval: The City shall, in a timely manner, review and approve all content before it is posted to the site. During configuration and operation of the Software, the Contractor shall submit content for City review, and the City shall timely review, provide comments, and approve such content. The City shall designate a point of contact for review of process flows, site content, wireframes, and other components of the site content that may be viewed by external parties. The City agrees that time is of the essence in this Agreement and any delays in connection with the City's obligations hereunder may impair Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: City acknowledges and agrees with Contractor that City's selection of Contractor may be acknowledged and used by other government entities to replace their respective competitive procurement selection processes for RFP and RFQ purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other government entities to contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Commercial General Liability Insurance coverage of at least $1,000,000.00, and statutory automobile and workers compensation, issued by a company licensed to provide insurance in Alabama. Such policy shall name the City as an additional insured. Evidence of such insurance shall be included as **Exhibit E** to this contract.

ARTICLE 11. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. With respect to prepaid annual license payments, Contractor will refund to City a percentage of the annual fee City already has paid to Contractor corresponding to the prorated portion remaining of the annual term. City will not be liable in that event for any as yet unpaid annual license fees for the prorated portion remaining of the annual

term. In the event of any breach or apparent breach of this Agreement by the City of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate City's access to the Software. If the City fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 12. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement , for which the City is alleged to be liable by a third party, except to the extent that such Claims arise out of the City Indemnitees' negligence, willful misconduct, fraud or breach of this Agreement. City agrees to indemnify and hold the Contractor, its directors, officers, affiliates, agents, and employees (collectively, the "Contractor Indemnitees") whole and harmless from all Claims arising in any way out of City's gross negligence or willful misconduct or in connection with City's mishandling of Data in its performance under this Agreement, for which the Contractor is alleged to be liable by any third party, except to the extent that such Claims arise out of Contractor Indemnitees' negligence, willful misconduct, fraud or breach of this Agreement. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith and (b) it having sole control and authority to defend, settle or compromise such Claim. The indemnifying party shall not be responsible for any settlement it does not approve in writing.

ARTICLE 13. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of City Data. In addition, and without limiting the generality of the preceding sentence: (a) Contractor shall maintain, implement, and comply with a written data privacy and security plan (the "Privacy Plan") as set forth in Exhibit C. Contractor shall review the Privacy Plan and all other data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

ARTICLE 14. Additional Contract Provisions Required for Federal Awards: City may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200, where applicable to this Contract, are hereby incorporated by reference.

ARTICLE 15. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 17. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement. At a minimum, Contractor will maintain a City of Mobile Alabama Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 18. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 19. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 20. Limitation of Liability: Contractor's liability to the City or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the City for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 21. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 22. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Qwally, Inc.
419 Grand Court
Golden, CO 80401

And emailed to brandon@qwal.ly

ARTICLE 23. Compliance with Alabama Immigration Law
By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 24. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 25. Warranty: Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 26. Disclaimer of Warranties: CONTRACTOR DOES NOT REPRESENT THAT THE CITY'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CITY REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR CITY CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE CITY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE CITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CITY'S PURPOSE.

ARTICLE 27. Amendments: The City may, from time to time, require changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the compensation due Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 28. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

CONTRACTOR,

_____, Its CEO _____ (title)
On behalf of Contractor

1/18/2023
_____ Date

CITY

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A Qwally Statement of Work
EXHIBIT B Qwally Service Level Agreement **EXHIBIT C**
Qwally Privacy Policy and Data Security Plan **EXHIBIT D**
Insurance

EXHIBIT A: QWALLY SCOPE OF WORK

Introduction

Qwally is honored to present this expanded Statement of Work ("SOW") to the City of Mobile. After 3 years of accelerating small businesses in Mobile, AL, we are excited to build upon our strong foundation. This SOW identifies new functionality and services that Qwally, Inc. ("Contractor") will deliver for the City of Mobile, AL ("The City"). This SOW is an attachment to, effective as of, and governed by the Software Subscription Agreement (the "Agreement") by and between the parties.

Desired Outcomes

1. Renew existing features and functionality already delivered
2. Incorporate Revenue Department business license checklist
3. Incorporate Neighborhood Department Section 3 and Microloan Applications 4. Deliver on Cloud Storage and Document Upload functionality
5. Deliver on improved content management functionality
6. Improve administrative tools for accepting or denying submitted information and documentation for applications

Deliverables

1. Continued product support and update of existing features and functionality, including:
    a. Small Business Navigator "the Website" (workwith.cityofmobile.org) i. Start a business
        ii. Work with the City
        iii. Business Resources
        iv. DBE Directory
        v. About Page
        vi. Business Intake Survey
        vii. Business Log-in and Profile Management
        viii. Existing Checklists
    b. Administrative Dashboard
        i. Business Search
        ii. Business Interaction Log
        iii. Business Referrals
        iv. Section 3 Individuals Search & Referrals
        v. Site Analytics
        vi. Webinar Functionality
        vii. Open Now / Build Mobile (https://opennow.buildmobile.org/)

2. Checklist Expansion
    a. Business Licensing (Revenue Department)
        i. Checklist will be based on existing and provided documentation: https://www.cityofmobile.org/business-license-overview/#How%20to%20Apply
3. Up to 4 New Applications
    a. Updated Section 3 (Business) Application
    b. Updated Section 3 (Individual) Application
    c. Updated Microloan Application
    d. 1 Additional Application of the Customer's choosing
4. Functionality; Document Upload and Cloud Storage
    a. Ability for businesses to upload documents to associated applications or other requirements detailed in this SOW.
    b. Ability for Customer staff to save and download documents.
    c. Ability for Customer staff to deny/request revision to uploaded document with comments.
    d. Ability for Businesses to delete and re-upload files.
    e. Uploaded documents will be timestamped at time of upload.
5. Functionality; Event Management
    a. Ability for Customer to edit and/or add events to their Small Business Navigator Website.
    b. Ability to preview event prior to submission.
6. Functionality; Business Resources Management
    a. Ability for Customer to edit and/or add resources to their business resources page on the Small Business Navigator Website.
    b. Ability to preview resource prior to submission.

Roles and Responsibilities

1. Qwally
    a. Project Manager:
        i. Manages the project timeline, sets deadlines, and monitors project progress.
        ii. Manages the relationship between the Customer and Qwally's development team throughout the project timeline.
        iii. Solves issues that arise through the project timeline.
        iv. Train and onboard customer in project deliverable.
        v. Evaluate project performance.
    b. Content Manager:
        i. Develops site content and other artifacts required for the project. ii. Assures quality of content.

iii. Reports to the project manager.

c. Developer:

i. Evaluates project scope and user feedback.

ii. Manages and develops the configuration and deployment of the deliverables.

iii. Troubleshoots and deploys solutions to issues that arise during the project timeline.

iv. Create and manage technical documentation of deliverables. v. Interfaces with Customer IT staff.

vi. Reports to the project manager.

d. Customer Success Manager:

i. Manages the relationship with the Customer after the project timeline is complete.

ii. Provide ongoing training and support to Customer.

iii. Evaluates the performance of the partnership.

iv. Ensure customer satisfaction.

2. Customer

a. Project Champion:

i. The primary point of contact during the project timeline.

ii. Responsible for ensuring internal success and adherence to the project timeline.

iii. Solves issues that arise through the project timeline.

iv. Evaluates project performance.

v. Ensures internal adoption of the deliverables.

b. Subject Matter Experts:

i. Assist project team with documentation and support regarding site content creation and other deliverables relevant to the subject matter. ii. Ensure content adheres to internal policies and procedures.

Project Timeline

The project timeline represented below is based on current estimates. The timeline may shift depending on changes in priorities, customer turnover, lack of customer engagement, or other factors. Current kickoff date is planned for December 5, 2022.

Project:	1 Month	1 Month	1 Month 1 Month	1 Month	1 Month
Event Management	Development	Launch			

Business Resources Management	Development	Launch			
Business License Checklist	Planning	Development	Development Launch		
Microloan Application*	Planning and Development	Development	Development Launch		
Section 3 Applications*		Planning	Planning Development	Development	Development and Launch

*uses document upload and cloud storage functionality

Investment Summary Effective date: [12/19/2022]

The City will provide Year 1 Payment 30 days after signing. The City shall provide Year 2 payment 1 calendar year after contract signing, and Year 3 payment 2 calendar years after contract signing.

	Year 1	Year 2	Year 3
Base License Price	$81,000	$81,000	$81,000

EXHIBIT B: QWALLY SERVICE LEVEL AGREEMENT

Effective date: [12/19/2022]

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (***Uptime***). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: ((total monthly minutes – cumulative minutes of Downtime) / total monthly minutes). Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as ***Downtime***: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

EXHIBIT C: PRIVACY POLICY AND DATA SECURITY PLAN

Effective date: [12/19/2022]

At Qwally, we take your privacy seriously. Please read the following to learn how we treat your personal information. **By using or accessing the Services in any manner, you acknowledge that you accept the practices and policies outlined in this Privacy Policy, and you hereby consent that we will collect, use, and share your information in the following ways.**

Remember that your use of Qwally's Services is at all times subject to our Terms of Use, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules, or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

Sources of Personal Data

We collect Personal Data about you from:

- You:
  - o when you provide such information directly to us, and
  - o when Personal Data about you is automatically collected in connection with your use of our Services.
- Our subsidiaries and affiliates (together, "Affiliates"), when they provide us with Personal Data about you.
- Third parties, when they provide us with Personal Data about you ("Third Parties"). Third Parties that share your Personal Data with us include:
  - o Service providers. For example, we may use analytics service providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.

Categories of Personal Data We Collect

The following chart details the categories of Personal Data that we collect and have collected over the past twelve (12) months. Throughout this Privacy Policy, we will refer back to the categories of Personal Data listed in this chart (for example, "Category A. Personal identifiers").

	Category of Personal Data Personal Data Collected	What is the source of this
		Personal Data?

A.	**Personal identifiers** *Examples: Real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number or other similar identifiers.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
B.	**Customer records identified by state law** (including the California Customer Records statute (Cal. Civ. Code § 1798.80(e))) *Name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
C.	**Protected classification characteristics under state or federal law** *Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status or genetic information (including familial genetic information).*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
D.	**Commercial information** *Examples: Records of personal property, products or services purchased, obtained, or considered, or other purchasing or*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

	consuming histories or tendencies.		
E.	**Biometric information** *Examples: Genetic, physiological, behavioral, and biological characteristics* *or identifying activity patterns, such as* *fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health or exercise data.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
F.	**Internet or other similar** **network activity information**	List specific data collected – OR –	You / Affiliates / Third Parties

	Examples: Browsing history, search history, or information on a consumer's *interaction with a website, application or advertisement.*	"We do not collect this category of Personal Data."	
G.	**Geolocation data** *Examples: Physical location or movements.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
H.	**Sensory data** *Examples: Audio, electronic, visual, thermal, olfactory or similar information.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

I.	**Professional or employment-related information** *Examples: Current or past job history or performance evaluations.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
J.	**Non-public education information** (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)) *Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information or student disciplinary records.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
K.	**Inferences drawn from other personal information** *Examples: Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
L.	**Age or date of birth**	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties
M.	**Special categories of data under the EU General Data Protection Regulation** *Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic data or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health; or data concerning a natural person's sex life or sexual orientation.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

N.	**Personal Data about children under the age of 16** *This includes any type of Personal Data that relates to someone under the age of 16.*	List specific data collected – OR – "We do not collect this category of Personal Data."	You / Affiliates / Third Parties

The following section provides additional information about how we collect your Personal

Data. *Information Collected Automatically*

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs, and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser and tell us how and when you visit and use our Services, to analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data– usually text files – placed on your computer, tablet, phone, or similar device when you use that device to visit our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

We use the following types of Cookies:

- Essential Cookies. Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.
- Functional Cookies. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name, and remember your preferences (for example, your choice of language or region).
- Performance/Analytical Cookies. Performance/Analytical Cookies allow us to understand how visitors use our Services such as by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, Google, Inc. ("Google") uses cookies in connection with its Google Analytics services. Google's ability to use and share information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the Google Analytics Opt-out Browser Add-on at https://tools.google.com/dlpage/gaoptout/.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on

acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your computer. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some of the Services and functionalities may not work.

To explore what Cookie setting are available to you, look in the "preferences" or "options" section of your browser's menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit https://ico.org.uk/for-the-public/online/cookies/ or http://www.allaboutcookies.org/.

How We Use Your Personal Data

We process Personal Data to operate, improve, understand and personalize our Services. We use Personal Data for the following purposes:

- To meet or fulfill the reason you provided the information to us.
- To communicate with you about the Services, including Service announcements, updates or offers.
- To provide support and assistance for the Services.
- To create and manage your Account or other user profiles.
- To personalize website content and communications based on your preferences.
- To process orders or other transactions.
- To respond to user inquiries and fulfill user requests.
- To improve and develop the Services, including testing, research, analysis and product development. • To protect against or deter fraudulent, illegal or harmful actions and maintain the safety, security and integrity of our Services.
- To comply with our legal or contractual obligations, resolve disputes, and enforce our Terms of Use. • To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- For any other business purpose stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the "CCPA").

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated, or incompatible purposes without providing you notice.

As noted in the list above, we may communicate with you if you've provided us the means to do so. For example, if you've given us your email address, we may send you promotional email offers or email you about your use of the Services. Also, we may receive a confirmation when you open an email from us, which helps us improve our Services. If you do not want to receive communications from us, please indicate your preference by emailing us at [support@qwal.ly].

How We Share Your Personal Data

Disclosures of Personal Data for a Business Purpose

We disclose your Personal Data to service providers and other parties for the following business purposes:

- Auditing related to a current interaction and concurrent transactions, including, but not limited to, auditing compliance with this specification and other standards.
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- Debugging to identify and repair errors that impair existing intended functionality. • Short-term,

transient use of Personal Data that is not used by another party to build a consumer profile or otherwise alter your consumer experience outside the current interaction. • Performing services on our behalf, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider. • Undertaking internal research for technological development and demonstration. • Undertaking activities to verify or maintain the quality or safety of a service or device that we own, manufacture, was manufactured for us, or control.

We disclose your Personal Data to the following categories of service providers and other parties:

- Service providers, including:
    - o Security and fraud prevention consultants.
    - o Hosting and other technology and communications providers.
    - o Analytics providers.
    - o Staff augmentation and contract personnel.
- Our Affiliates.
- Parties who acquire your Personal Data through an acquisition or other change of control. o Personal Data may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).
- Other parties at your direction.
    - o Third-party business partners who you access through the Services.
    - o Other parties authorized by you.

Over the past twelve months, we have disclosed the following categories of your Personal Data to service providers or other parties for the business purposes listed above:

- A. Personal identifiers.
- B. Customer records identified by state law.
- C. Protected classification characteristics under state or federal law.
- D. Commercial information.
- E. Biometric information.
- F. Internet or other similar network activity information.
- G. Geolocation data.
- H. Sensory data.
- I. Professional or employment-related information.
- J. Non-public education information.
- K. Inferences drawn from other personal information.
- L. Age or date of birth.
- M. Special categories of data under the EU General Data Protection Regulation.
- N. Personal Data about children under the age of 16.

Sales of Personal Data

In this section, we use the term 'sell' as it is defined in the CCPA. We sell your Personal Data, subject to your right to opt-out of these sales (see the "Your Rights" section below for information about how to opt-out).

Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate

physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account.

We retain Personal Data about you for as long as you have an open account with us or as otherwise necessary to provide you with our Services. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data from children under 16; if you are a child under 16, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Data, please contact us at [support@qwal.ly].

California Resident Rights

If you are a California resident, you have the rights outlined in this section. Please see the "Exercising Your Rights" section below for instructions regarding how to exercise these rights. If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following applies to you, please contact us at [support@qwal.ly].

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. We will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data. •

The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third party recipient.

If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data purchased by each category of third party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected from you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Services or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising Your Rights

To exercise the rights described above, you must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate, and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify you and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive, or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Emailing us at: [support@qwal.ly]

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or services, charge you different prices or rates, or provide you a lower quality of goods and services if you exercise your rights under the CCPA. However, we may offer different tiers of our Services as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates, or levels of quality of the goods or services you receive related to the value of Personal Data that we receive from you.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at [support@qwal.ly].

Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at [support@qwal.ly] with the subject line "Nevada Do Not Sell Request" and providing us with your name and the email address associated with your account.

European Union Data Subject Rights

EU Residents

If you are a resident of the European Union ("EU"), United Kingdom, Lichtenstein, Norway, or Iceland, you may have additional rights under the EU General Data Protection Regulation (the "GDPR") with respect to your Personal Data, as outlined below.

For this section, we use the terms "Personal Data" and "processing" as they are defined in the GDPR, but "Personal Data" generally means information that can be used to individually identify a person, and "processing" generally covers actions that can be performed in connection with data such as collection, use, storage and disclosure. Qwally will be the controller of your Personal Data processed in connection with the Services.

If there are any conflicts between this this section and any other provision of this Privacy Policy, the policy

or portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following applies to you, please contact us at [support@qwal.ly]. Note that we may also process Personal Data of our customers' end users or employees in connection with our provision of certain services to customers, in which case we are the processor of Personal Data. If we are the processor of your Personal Data (i.e., not the controller), please contact the controller party in the first instance to address your rights with respect to such data.

Personal Data We Collect

The "Categories of Personal Data We Collect" section above details the Personal Data that we collect from you.

Personal Data Use and Processing Grounds

The "How We Use Your Personal Data" section above explains how we use your Personal Data.

We will only process your Personal Data if we have a lawful basis for doing so. Lawful bases for processing include consent, contractual necessity and our "legitimate interests" or the legitimate interest of others, as further described below.

- Contractual Necessity: We process the following categories of Personal Data as a matter of "contractual necessity", meaning that we need to process the data to perform under our Terms of Use with you, which enables us to provide you with the Services. When we process data due to contractual necessity, failure to provide such Personal Data will result in your inability to use some or all portions of the Services that require such data.
    - o A. Personal identifiers.
    - o B. Customer records identified by state law.
    - o D. Commercial information.
    - o J. Non-public education information.
    - o M. Special categories of data under the EU General Data Protection Regulation.
    - o N. Personal Data about children under the age of 16.
- Legitimate Interest: We process the following categories of Personal Data when we believe it furthers the legitimate interest of us or third parties.
    - o A. Personal identifiers.
    - o B. Customer records identified by state law.
    - o C. Protected classification characteristics under state or federal law.
    - o D. Commercial information.
    - o E. Biometric information.
    - o F. Internet or other similar network activity information.
    - o G. Geolocation data.
    - o H. Sensory data.
    - o I. Professional or employment-related information.
    - o J. Non-public education information.
    - o K. Inferences drawn from other personal information.
    - o L. Age or date of birth.
    - o M. Special categories of data under the EU General Data Protection Regulation.
    - o N. Personal Data about children under the age of 16.

  Examples of these legitimate interests include:
    - o Operation and improvement of our business, products and Services
    - o Marketing of our products and Services
    - o Provision of customer support
    - o Protection from fraud or security threats

- o Compliance with legal obligations
- o Completion of corporate transactions

- Consent: In some cases, we process Personal Data based on the consent you expressly grant to us at the time we collect such data. When we process Personal Data based on your consent, it will be expressly indicated to you at the point and time of collection.
- Other Processing Grounds: From time to time we may also need to process Personal Data to comply with a legal obligation, if it is necessary to protect the vital interests of you or other data subjects, or if it is necessary for a task carried out in the public interest.

Sharing Personal Data

The "How We Share Your Personal Data" section above details how we share your Personal Data with third parties.

Transfers of Personal Data

The Services are hosted and operated in the United States ("U.S.") through Qwally and its service providers, and if you do not reside in the U.S., laws in the U.S. may differ from the laws where you reside. By using the Services, you acknowledge that any Personal Data about you, regardless of whether provided by you or obtained from a third party, is being provided to Qwally in the U.S. and will be hosted on U.S. servers, and you authorize Qwally to transfer, store and process your information to and in the U.S., and possibly other countries. You hereby consent to the transfer of your data to the U.S. pursuant to[EU-U.S. or Swiss-U.S. Privacy Shield Frameworks, respectively, the details of which are further set forth below][: (i) a data processing agreement incorporating standard data protection clauses promulgated by the European Commission, a copy of which can be obtained at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087, (ii) binding corporate rules for data protection that align with the GDPR's requirements, or (iii) adherence to an industry- or technology-specific approved code of conduct blessed by the European Commission].

[[Qwally complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries transferred to the United States pursuant to Privacy Shield. Qwally has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit https://www.privacyshield.gov/

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Qwally is subject to the regulatory and enforcement powers of the U.S. Federal Trade Commission.

Pursuant to the Privacy Shield Frameworks, EU individuals have the right to obtain our confirmation of whether we maintain personal information relating to you in the United States. Upon request, we will provide you with access to the personal information that we hold about you. You may also correct, amend, or delete the personal information we hold about you. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data transferred to the United States under Privacy Shield, should direct their query to [support@qwal.ly]. If requested to remove data, we will respond within a reasonable timeframe.

We will provide an individual opt-out choice, or opt-in for sensitive data, before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized. To request to limit the use and disclosure of your personal information, please submit a written request to [support@qwal.ly].

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Qwally's accountability for personal data that it receives in the United States under the Privacy Shield and subsequently transfers to a third party is described in the Privacy Shield Principles. In particular, Qwally remains responsible and liable under the Privacy Shield Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Principles, unless Qwally proves that it is not responsible for the event giving rise to the damage.

In compliance with the Privacy Shield Principles, Qwally commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. Please contact us at [support@qwal.ly] with any questions, concerns or complaints relating to our Privacy Shield Certification.

Qwally has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit http://www.bbb.org/EU-privacy-shield/for-eu-consumers for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at https://www.privacyshield.gov/article?id=ANNEX-I-introduction.]

[Qwally has certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks set forth by the U.S. Department of Commerce regarding the collection and use of Personal Data transferred from the EU and Switzerland to the U.S., respectively. For more information about the Privacy Shield Program, and to view Qwally's certification, please visit www.privacyshield.gov. Qwally is committed to the Privacy Shield Principles of (1) notice, (2) consent, (3) accountability for onward transfer, (4) security, (5) data integrity and purpose limitation, (6) access and (7) recourse, enforcement and liability with respect to all Personal Data received from within the EU and Switzerland in reliance on the Privacy Shield. The Privacy Shield Principles require that we remain potentially liable if any third party processing Personal Data on our behalf fails to comply with these Privacy Shield Principles (except to the extent we are not responsible for the event giving rise to any alleged damage). Qwally's compliance with the Privacy Shield is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Please contact us at [support@qwal.ly] with any questions or concerns relating to our Privacy Shield Certification. If you do not receive timely acknowledgment of your Privacy Shield-related complaint from us, or if we have not resolved your complaint, you may also resolve a Privacy Shield-related complaint through JAMS, an alternative dispute resolution provider located in the United States. You can visit https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim for more information or to file a complaint, at no cost to you. Under certain conditions, you may also be entitled to invoke binding arbitration for complaints not resolved by other means.]]

Changes to this Privacy Policy

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time as well, but we will alert you to changes by placing a notice on the https://qwal.ly/ website, by sending you an email, and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such

information is collected.

Contact Information:

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data, your choices and rights regarding such use, please do not hesitate to contact us at:

- https://qwal.ly/
- [support@qwal.ly]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/22

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

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

PRODUCER	CONTACT NAME: Cathy Bentley
AP Insurance Group 276 Alden Road FAIRHAVEN, MA 02719	PHONE (A/C, No, Ext): 508-992-3130 FAX (A/C, No): 508-991-6012 E-MAIL ADDRESS: cathy@apinsgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The Hartford
INSURED Qwally Inc. 500 Franklin Street Suite #3 Cambridge, MA 02139	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN 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 [X] OTHER Professional Liability	Y		08SBAAC7992	02/21/22	02/21/23	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			08SBAAC7992	02/21/22	02/21/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WECADIADZ	03/29/22	03/29/22	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Data Breach			08SBAAC7992	02/21/22	02/21/23	Data Response Expe	25,000
							Defense & Liability	50,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street Mobile , AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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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, 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 Consulting Service Agreement between the City of Mobile and John Hoggard d/b/a Utility Planning Network, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Consulting Service Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D002\P005\00113650.doc

CONSULTING SERVICE AGREEMENT

This agreement made and entered into this ____day of January, 2023, by and between THE CITY OF MOBILE ALABAMA of Mobile, Alabama, hereinafter "Customer" or “City", and John Hoggard d/b/a UTILITY PLANNING NETWORK (UPN), 100 Powdermill Road, Acton, Massachusetts 01720, hereinafter “Service Provider” or “UPN”.

1. **SCOPE OF SERVICES**. The services to be performed by Service Provider pursuant to this agreement (the “services”) are specified as follows:

This project prepares 311 employees to deliver excellent service to citizens using the new CRM system implemented by the City. The project comprises three phases:

- Documenting Existing Processes
- Analyzing Processes for Improvement Opportunities
- Analyzing Customer Touchpoints for Customer Experience (CX) Opportunities

Using a pre-defined bucket of hours over the initial engagement period of 6.5 months, UPN will work with City's allotment of hours conducting the following specific services:

- CRM System Testing / Training Audit
- Process Mapping Interviews
- Process Map Generation
- System Analysis
- Customer Service Analysis
- Process Improvement
- Procedural Documentation Generation
- Staff Training

The Scope of Work may be modified, added, or removed, upon mutual agreement in writing by Customer and Service Provider.

2. **TERM OF AGREEMENT**. The parties hereby agree that this agreement shall take effect on the date of the full execution of the agreement by both parties and shall continue until the maximum amount of compensation provided in Paragraph 3 has been paid, or until terminated pursuant to paragraph 18 of this Agreement.

3. **COMPENSATION**. The amount of this agreement is $75,000.00 inclusive of travel expenses. For the advisory services listed under this agreement (Section 1), the Customer will pay to the Service Provider compensation for each UPN resource in the hourly amounts itemized as follows:

- $225/hr for John Hoggard for Work Weeks during which the specified UPN resource is not traveling to CUSTOMER, where a “Work Week” is defined as starting on Sunday and ending on the following Saturday.
- $175/hr for any other UPN resources for Work Weeks during which the specified UPN resource is not traveling to CUSTOMER, where a “Work Week” is defined as starting on Sunday and ending on the following Saturday.
- In lieu of billing travel expenses as incurred, UPN will bill an additional $45/hr for Work Weeks during which any UPN resource is traveling to CUSTOMER offices for any part of the Work Week.

In the event that less than two (2) weeks prior notice is given to travel, an additional $30/hr for the Work Week will be billed per UPN resource. For all UPN resources on-site at CUSTOMER during a Work Week, all hours for the Work Week for the specific onsite UPN resource(s) will be billed the entire week regardless of the number of days the UPN resources are on site at CUSTOMER. All travel hours from a UPN’s home base location to Mobile are billed at the prevailing hourly rate. UPN resources required to travel and/or work on weekends are billed at 1.5 times the prevailing rate. Weekends are defined starting 5pm Friday through 5am Monday (Eastern time).

The Customer is entitled to deduct from the Service Provider’s compensation any applicable deductions

and remittances as required by law.

4. **LATE PENALTIES**. The following penalties will be imposed on the Customer for failing to pay the Service Provider in a timely fashion. Customer agrees to pay Service Provider invoices within thirty (30) calendar days from the date of receipt of invoice. A late payment fee of one and a half percent (1.5%) per month of the invoiced amount may be charged for payments received after thirty (30) days.

5. **EXPENSES**. The Service Provider will not bill travel expenses as incurred. However, under mutual written agreement by both UPN and CUSTOMER, both parties may agree to have UPN bill travel expenses as incurred. Such expenses would include but are not limited to rental car expenses, personal auto miles at standard government rates, meals, per diems, airport parking, ordinary coach airfare and lodging. The Service Provider will furnish, after the expense is incurred, all incurred statements and vouchers to the Customer for all such expenses.

6. **INDEMNIFICATION**. Service Provider shall indemnify, defend and hold harmless Customer and its elected officials, officers, directors, affiliates, agents and employees from and against all claims, actions, damages, losses, penalties, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from its wrongful acts or negligence related to the services performed under this agreement by the Services Provider. Customer agrees that one CUSTOMER employee who is highly knowledgeable in all customer-centric processes from CUSTOMER will be assigned a dedicated role of "Project Liaison" and as such is the single point of contact for Service Provider. Customer agrees that the assigned "Project Liaison" will be empowered by CUSTOMER with the necessary time, authority, expertise and resources to assist in making this project a success. All CUSTOMER employees assigned to work on this project will be collaborative and available throughout the life of this project, and CUSTOMER recognizes that such collaboration and availability is critical to project success.

7. **RESPONSIBILITIES OF CUSTOMER AND SERVICE PROVIDER**. Customer will provide Service Provider's authorized representatives with access to its facilities, systems, application data, business process documentation, business and technical subject matter experts, and any other systems, data, documentation, or Customer personnel that are reasonably required for Service Provider's representatives to carry out the scope of services and work defined under this agreement.

For all on-site work: Customer will provide on-site office space at their facility for the Service Provider representatives. Customer will also provide on-site Service Provider representatives with access to a telephone, desk/workspace, conference room, printer/fax/copier, connection to the internet and any other services and materials Service Provider representatives may reasonably request in order to perform the work. Service provider and its representatives will observe all security and safety policies at the Customer's facility.

Customer hereby designates City's Director of Office of Strategic Initiatives or an alternate designee as representative to review and accept documents submitted by Service Provider and represent Customer in all matters associated with this agreement. The representative shall render decisions and provide information in a timely manner.

8. **NOTICE**. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and either served personally, by registered mail or certified mail. The addresses for any notice to be delivered to any of the parties to this agreement are as follows:

(A) City of Mobile
c/o Jayson D'Alessandro, Director, Office of Strategic Initiatives
jd@cityofmobile.org

(B) Utility Planning Network (c/o John Hoggard)
100 Powdermill Road, Box 230
Acton, Massachusetts 01720

or to such other address as to which any party may from time to time notify the other in writing.

9. **NO THIRD-PARTY BENEFICIARIES**. No person or entity may claim third-party beneficiary rights hereunder.

10. **TITLES/HEADINGS**. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

11. **CONFIDENTIALITY**. Both parties and their representatives acknowledge that a material term of this agreement is to keep all confidential information belonging to each party absolutely confidential and protect its release to the public. Both parties and their representatives agree not to divulge, reveal, report or use, for any purpose, any confidential information which each party and their representatives have obtained or which was disclosed to the other party and its representatives.

"Confidential Information" means (a) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, as well as (b) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public.

The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement.

Either party may disclose any of the confidential information:

(A) to a third party where there is consent in writing to such disclosure; and

(B) to the extent required by law, including the Alabama Public Records Law, or by the requirement of any judicial, legislative, administrative or other governmental body. However, the party subject to disclosure of confidential information will first have given prompt notice to the other party of any possible or prospective order (or proceeding pursuant to which any order may result), and the other party will have been afforded a reasonable opportunity to prevent or limit any disclosure.

Notwithstanding the foregoing provisions, the Service Provider may indicate Customer as a client and project reference.

12. **ASSIGNMENT**. This agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider and its representatives. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this agreement without the prior written consent of the Customer.

13. **NON-SOLICITATION**. Customer agrees that during the term of this Agreement and twelve months after expiration of this Agreement, Customer will not, directly or indirectly, hire any UPN resource on a full-time or part-time basis unless agreed to in writing by UPN .

14. **MODIFICATION OF AGREEMENT**. Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by the party to be bound or an authorized representative of the party to be bound.

15. **GOVERNING LAW**. This agreement shall be governed by the laws of the State of Alabama without regard to its conflicts of law principles. Any judicial proceeding relating to this agreement must be brought in the courts of the State of Alabama and venue shall lie in Mobile County, Alabama. Each party consents to the jurisdiction of such courts, agrees to accept service of process by mail, and waives all jurisdictional and venue defenses otherwise available to it.

16. **ENTIRE AGREEMENT AND PRIORITY**. This agreement, together with the services attached hereto constitutes the entire agreement between the parties and supersedes any other existing agreement between them, whether oral or written, with respect to the particular subject matter thereof. There are no oral understandings or undertakings of any kind with respect hereto not expressly set forth and contained herein. Nothing in this agreement shall nullify any amounts owed to the Services Provider by the Customer for services rendered prior to the date of this agreement.

17. **SEVERABILITY**. In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable

with the invalid or unenforceable parts severed from the remainder of this agreement.

18. **TERMINATION OF AGREEMENT**. The Service Provider may terminate this agreement at any time by giving thirty (30) days' written notice to the Customer. The Customer may terminate this agreement at any time by giving thirty (30) days written notice to the Service Provider. Upon termination of the agreement, Customer shall pay Service Provider the compensation owed for services rendered prior to the date of termination . If Customer terminates this agreement prior to completion for any reasons other than Service Provider gross negligence or fraud, Customer will pay Service Provider a total of $15,000 to cover unanticipated losses of Service Provider, plus all UPN travel expenses incurred for trips previously booked for travel dates after cancellation.

19. **WAIVER**. No waiver of any provisions of this agreement shall be binding unless executed in writing by the party making the waiver. No delay in the enforcement of any provisions shall constitute a waiver of the right to enforce said provisions in that or any other instance.

20. **INTERPRETATION**. The parties acknowledge that each equally participated in the negotiation and drafting of this agreement and, therefore, no terms or provisions shall be construed in favor of either party as a drafter of the agreement.

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

22. **IMMIGRATION**. 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.

23. **ANTI-BOYCOTT.** Anti-Boycott. Contractor agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

24. **INSURANCE.** UPN shall maintain a general liability policy of insurance in a minimum amount of $1,000,000.00, at all times during the term of this contract, naming the City as an additional insured, and shall deliver to the City a certificate of insurance evidencing said coverage.

IN WITNESS WHEROF, the undersigned have duly executed this agreement on the day and date first above written.

SERVICE PROVIDER:

_____
JOHN HOGGARD
Utility Planning Network

STATE OF _____
COUNTY OF _____

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

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

CITY OF MOBILE:

_____
William S. Stimpson
Mayor

ATTEST BY:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to UJ Chevrolet Co Inc for a 2023 Chevrolet Tahoe SUV for Public Safety.

General fund/Motor Pool Capital

Amount of Contract:

$65,190.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230126 UJ Agenda Package POs	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:17 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
3369	2023	(F7000) MOTOR POOL	2023 CHEVROLET TAHOE SUV FOR PUBLIC SAFETY (SEALED BID 5756)	$65,190.00	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003369-00 FY 2023
ACCOUNTS PAYABLE	PO 23004324
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	210000	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SUV AS SPECIFIED: 2023 OR NEWER CHEVROLET TAHOE BLACK IN COLOR, 5.3L ENGINE, AUTOMATIC, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW #ATV AS PER MY BID #5756 AND YOUR QUOTE	1.00 EACH	65190.00000	65190.00

Additional Description Notes

2023 OR NEWER CHEVROLET TAHOE BLACK IN COLOR, 5.3L ENGINE, AUTOMATIC, PREMIUM LEATHER SEATS, TRIM INTERIOR (ANY COLOR), FRONT BUCKET SEATS, BUCKET SEAT SECOND ROW, MUST BE ON THE LOT OR DELIVERED WITHIN 2-WEEKS OF BID AWARD. REQUESTED BY THE POLICE DEPARTMENT FOR DIRECTOR BATTISTE.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 65190.00

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 00003369-00 FY 2023
ACCOUNTS PAYABLE	PO 23004324
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MOTOR POOL
7581 AIRPORT BLVD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	210000	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			65190.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	65190.00	2075685.94

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	65190.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/27/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/27/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/27/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/27/22	MARC VASSALLO	
Unknown	01/26/23	JOHN PAINE	
Approved	01/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/26/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/26/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/26/23	JOHN PAINE	
Approved	01/26/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5756
SPORTS UTILITY VEHICLE

KIG VEHICLE CONCEPTS	UJ CHEVROLET	DONOHOO CHEVROLET
$72,886.00	$65,190.00	$62,296.50
		$65,410.80***

***local vendor preference

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
Postal Service Does Not Deliver to This Street Address

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 deliverd F.O.B. Mobile to:
01/02/2023	5756	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx. 1- 3	**SPORTS UTILITY VEHICLE** 2023 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Tahoe LT 2WD or Equivalent. Year, Make & Model _____ Minimum Specifications: • 2023 or newer Chevrolet Tahoe LT 2WD or equal • 5.3 liter gasoline engine • Premium leather seats Options • 2nd row manual bucket seats, Chevy package, #ATV • 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets • Black in color • Trailer package Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 3 weeks of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 2 days of award by VIN and deliver the vehicle identified within 3 weeks of the award of this bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 3 if budget allows.

Color to be black.

Include Certificate of Title in your bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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

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

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

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

TOTAL

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.

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		EXTENSION	
				Dollars	Cents	Dollars	Cents

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 purchasing@cityofmobile.org.

Delivery may be a consideration in the award of this bid.

CITY WILL AWARD VEHICLES BASED ON PRICING 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 competed order.

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite Inc for forensic software subscription renewals for MPD Cyber.

General fund.

Amount of Contract:

$217,841.08

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Cellebrite Agenda Package POs	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
4545	2023	(1545) POLICE CYBER DIVISION	FORENSIC SOFTWARE RENEWAL FOR MPD CYBER (SOLE SOURCE RENEWAL OF EXISTING SOFTWARE)	$217,841.08	(293683) CELLEBRITE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE: Q-274468-1 *RENEWAL OF EXISTING SOFTWARE **NON-DISCLOSURE** CELLEBRITE PREMIUM SOFTWARE RENEWAL FOR EXISTING FORENSIC AND INTELLIGENCE SYSTEMS. ALL CELLEBRITE SOFTWARE IS NOW ON THE SAME RENEWAL SCHEDULE. PRICE INCLUDES FREIGHT FOR RENEWAL UPGRADE DONGLES. CUSTOMER ID: SF-00171074 END DATE: MARCH 30, 2024. EMAIL PO TO: ARIEL.SEGAL@CELLEBRITE.COM			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes U-AIS-02-083 PREMIUM ES UNLIMITED EVS SUBSCRIPTION MARCH 31,2023-MARCH 30,2024 345293526780177681 Vendor Item Inventory Item/Loc 1723	1.00 EACH	98500.00000	98500.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			98500.00

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- U-AIS-02-086 PREMIUM ES UNLIMITED END POINT SUBSCRIPTION QTY 10 MARCH 31,2023-MARCH 30,2024 4780485, 994859543, 1869929419, 1966060291, 2045871822, 365068262, 511208586, 877440237, 592201067, 1718102971 Vendor Item Inventory Item/Loc 1723	1.00 EACH	34500.00000	34500.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			34500.00

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- U-AIS-02-086 PREMIUM ES UNLIMITED END POINT SUBSCRIPTION JULY 17,2023-MARCH 30,2024 39148386 Vendor Item Inventory Item/Loc 1723	1.00 EACH	2464.38000	2464.38
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			2464.38

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL FEB 4, 2023-MARCH 30,2023 1869929419, 1966060291, 365068262, 511208586, 877440237 Vendor Item Inventory Item/Loc 1723	5.00 EACH	4947.94000	24739.70
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			24739.70

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
005	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL MARCH 16, 2023-MARCH 30, 2024 2045871822 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4476.71000	4476.71
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			4476.71

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4PC ULTIMATE SW RENEWAL APRIL 07, 2023- MARCH 30, 2023 4780485, 994859543 Vendor Item Inventory Item/Loc 1723	2.00 EACH	4217.54000	8435.08
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			8435.08

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- A-SOW-11-003 UFED 4 PC ULTIMATE SW RENEWAL JULY 17, 2023-MARCH 30, 2024 39148386 Vendor Item Inventory Item/Loc 1723	1.00 EACH	3027.67000	3027.67
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			3027.67

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor
CELLEBRITE INC
7 CAMPUS DRIVE
SUITE 210

PARSIPPANY, NJ 07660

Tel#201-848-8552

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-UFD-15-086 UFED CLOUD SW RENEWAL ADD ON DONGLE APRIL 7, 2023-MARCH 30, 2024 4780485 Vendor Item Inventory Item/Loc 1723	1.00 EACH	2574.66000	2574.66
1	1000.30.15.1530.1545.1530.0000.0000.42140.			2574.66

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
009	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S0UFD-16-003 PATHFINDER TEAMS RENEWAL MARCH 20,2023-MARCH 30,2024 470069839611392431 Vendor Item Inventory Item/Loc 1723	1.00 EACH	38630.14000	38630.14
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			38630.14

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
010	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-BLB-02-001 INSPECTOR SW RENEWAL DEC 11,2023-MARCH 30,2024 BBT4000002309 Vendor Item Inventory Item/Loc 1723	1.00 EACH	299.86000	299.86
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			299.86

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
011	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- S-BLB-02-002 DIGITAL COLLECTOR SW RENEWAL DEC 11,2023-MARCH 30,2024 BBAA000000000010556 Vendor Item Inventory Item/Loc 1723	1.00 EACH	192.88000	192.88
	1 1000.30.15.1530.1545.1530.0000.0000.42140.			192.88

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 217841.08

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	217841.08	10227746.65
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/27/23	DONALD ROSE	Approved by: 9105fola
Approved	01/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	01/27/23	ANNE FOLEY	Auto approved by: 910516727

Bill To	Requisition 00004545-00 FY 2023
ACCOUNTS PAYABLE	PO 23004531
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
CELLEBRITE INC	GULF COAST TECHNOLOGY CENTER
7 CAMPUS DRIVE	455 ST LOUIS ST. SUITE 2300
SUITE 210	
	MOBILE, AL 36602
PARSIPPANY, NJ 07660	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#201-848-8552	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/18/23	293683				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids and wheels for Trash Collection.
General fund.

Amount of Contract:

$62,578.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Toter Agenda Package POs	Cover Memo	1/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:15 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
4710	2023	(209A) TRASH COLLECTION	2500 GARBAGE CART LIDS, 864 CART WHEELS FOR TRASH COLLECTION (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$62,578.40	(205975) TOTER LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- OMNIA CONTRACT #171717 TOTER QUOTE# WQ-10259795 PLEASE NOTE: PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 11-1-2022 THROUGH 1-31-2023. TOTER, LLC PRODUCT WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY AND REMEDIES, AND LIMITED WARRANTY PROVISIONS APPLY TO ALL PURCHASES THEREUNDER.			
001	Model B99796 - Toter 96 Gallon Gen II Lid - OMNIA,2 LID STAMPS --LID COLOR (200)BLACK	2500.00 EACH	19.44000	48600.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			48600.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	BEFORE 2:30 PM MOBILE, AL 36605			
002	Model 5197-00-0000 - Strap Claw Hinge for Lid	10000.00 EACH	0.23000	2300.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			2300.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
003	M5 X 22 TORX WASHER HEAD PT SCREW, BLACK ZINC	15000.00 EACH	0.04000	600.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			600.00

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
004	22" L, 5/8 DIA. AXLE, ZINC	1000.00 EACH	4.46000	4460.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			4460.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
005	Model 5215-00-PLTD - Pal Nut Wheel Retainer 5/8"	3000.00 EACH	0.18000	540.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			540.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS			
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
006	Model 6250-10-M200 - Sunburst Snap On Wheel 10" diameter	864.00 EACH	4.50000	3888.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			3888.00

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
007	FREIGHT	1.00 EACH	2190.40000	2190.40
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2190.40
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Delivery Reference TIFFANY DAVIS			

Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			

Requisition Link

Requisition Total 62578.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	62578.40	3958813.82
SANITATION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/23/23	KINA ANDREWS	Auto approved by: 910518527
Approved	01/23/23	JAMES DELAPP	
Approved	01/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	01/23/23	MARC VASSALLO	Auto approved by: 910518527
Approved	01/26/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/26/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/26/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/26/23	MARC VASSALLO	
Rejected	01/25/23	JOHN PAINE	shipping?
Approved	01/27/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/27/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/27/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/27/23	JOHN PAINE	
Approved	01/27/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

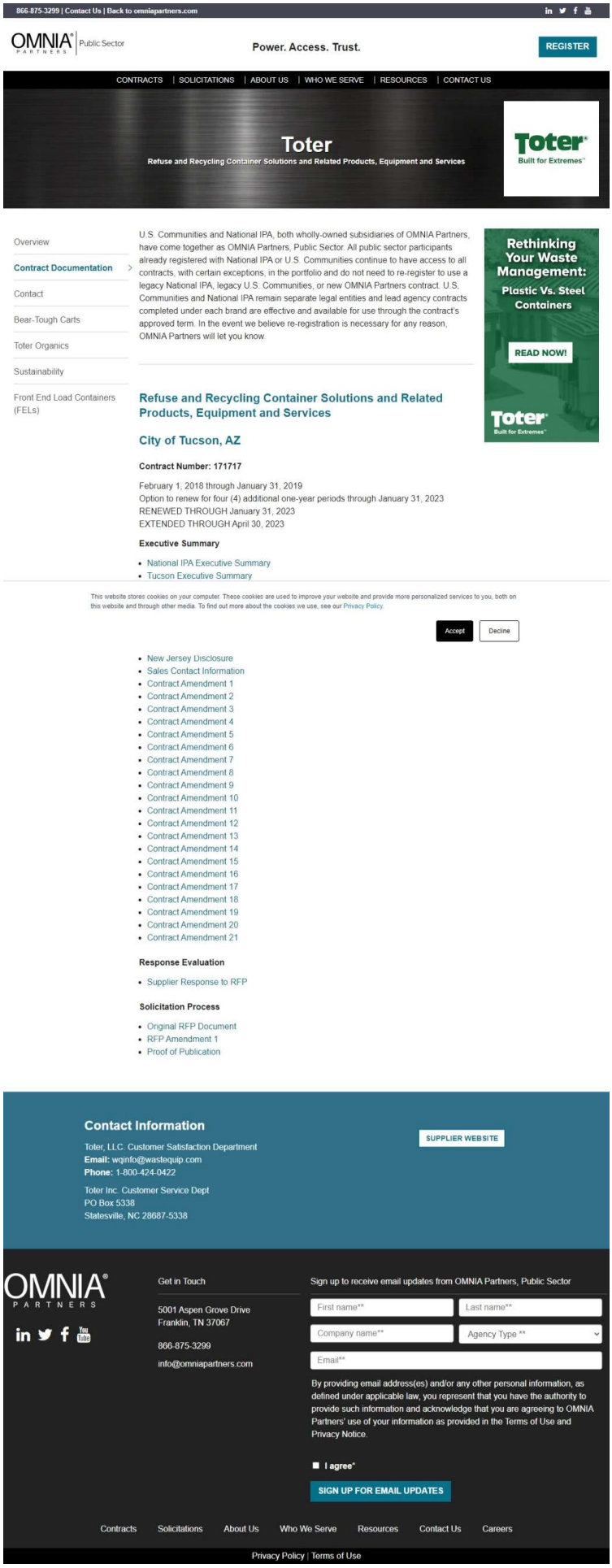
Bill To	Requisition 00004710-00 FY 2023
ACCOUNTS PAYABLE	PO 23004445
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	TIFFANY.DAVIS@CITYOFMOBILE.ORG
Tel#704-872-8171	Delivery Reference
Fax 704-878-0734	TIFFANY DAVIS
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/23	205975				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature


866-875-3299 | Contact Us | Back to omniapartners.com
OMNIA PARTNERS Public Sector
Power. Access. Trust.
REGISTER
CONTRACTS | SOLICITATIONS | ABOUT US | WHO WE SERVE | RESOURCES | CONTACT US
Toter
Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Toter Built for Extremes
Overview
Contract Documentation
Contact
Bear-Tough Carts
Toter Organics
Sustainability
Front End Load Containers (FELs)
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.
Rethinking Your Waste Management:
Plastic Vs. Steel Containers
READ NOW!
Toter Built for Extremes
Refuse and Recycling Container Solutions and Related Products, Equipment and Services
City of Tucson, AZ
Contract Number: 171717
February 1, 2018 through January 31, 2019
Option to renew for four (4) additional one-year periods through January 31, 2023
RENEWED THROUGH January 31, 2023
EXTENDED THROUGH April 30, 2023
Executive Summary
National IPA Executive Summary
Tucson Executive Summary
This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our Privacy Policy.
Accept
Decline
New Jersey Disclosure
Sales Contact Information
Contract Amendment 1
Contract Amendment 2
Contract Amendment 3
Contract Amendment 4
Contract Amendment 5
Contract Amendment 6
Contract Amendment 7
Contract Amendment 8
Contract Amendment 9
Contract Amendment 10
Contract Amendment 11
Contract Amendment 12
Contract Amendment 13
Contract Amendment 14
Contract Amendment 15
Contract Amendment 16
Contract Amendment 17
Contract Amendment 18
Contract Amendment 19
Contract Amendment 20
Contract Amendment 21
Response Evaluation
Supplier Response to RFP
Solicitation Process
Original RFP Document
RFP Amendment 1
Proof of Publication
Contact Information
Toter, LLC. Customer Satisfaction Department
Email: wqinfo@wastequip.com
Phone: 1-800-424-0422
Toter Inc. Customer Service Dept
PO Box 5338
Statesville, NC 28687-5338
SUPPLIER WEBSITE
OMNIA PARTNERS
Get in Touch
5001 Aspen Grove Drive
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

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.

October 1, 2022

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, 2023**. 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.

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

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:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Joe Bullard Chevrolet for 2 2023 Chevrolet Tahoe LT SUVs for MFRD.

General fund.

Amount of Contract:

$118,146.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230131 Bullard Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:23 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
2313	2023	(1510) FIRE ADMINISTRATION	2 2023 CHEVROLET TAHOE LT SUVS FOR MFRD (SEALED BID 5737)	$118,146.00	(296800) JOE BULLARD CHEVROLET

Adopted:

_____
City Clerk

Bill To	Requisition 00002313-00 FY 2023
ACCOUNTS PAYABLE	PO 23004443
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
JOE BULLARD CHEVROLET	FIRE CENTRAL SUPPLY
2900 GOVERNMENT STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	richardsonv@cityofmobile.org
Tel#251-259-8525	Delivery Reference
Fax 251-476-0862	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV)	2.00	59573.00000	118146.00
	AS FOLLOWS:	EACH		
	Additional Description Notes			
	2023 Chevrolet Tahoe LT WHITE IN COLOR			
	AS PER MY BID #5737 AND YOUR QUOTE			
	Vendor Item			
	Inventory Item/Loc 724			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			118146.00

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

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

Requisition Link

Requisition Total 118146.00

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

Bill To	Requisition 00002313-00 FY 2023
ACCOUNTS PAYABLE	PO 23004443
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
JOE BULLARD CHEVROLET	FIRE CENTRAL SUPPLY
2900 GOVERNMENT STREET	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MOBILE, AL 36606	richardsonv@cityofmobile.org
Tel#251-259-8525	Delivery Reference
Fax 251-476-0862	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/16/22	296800				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E MP01522 .VEHICLEEXP. .		118146.00	807478.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	118146.00	3966847.82

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/18/22	CHARLES SUMRALL	Replacing 75372-75371
Approved	11/21/22	KINA ANDREWS	Auto approved by: 910518527
Approved	11/21/22	JAMES DELAPP	
Approved	11/21/22	MARC VASSALLO	Auto approved by: 910518527
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	01/30/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/30/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/30/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/30/23	JOHN PAINE	
Approved	01/30/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5737
SPORTS UTILITY VEHICLE

DONOHOO CHEVROLET	JOE BULLARD CHEVROLET
$57,933.00	$59,073.00

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:
10/21/2022	5737	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Tuesday, November 15, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx. 1- 2	**SPORTS UTILITY VEHICLE** 2022 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Tahoe LT 2WD or Equivalent. Year, Make & Model _____ Minimum Specifications: • 2022 or newer Chevrolet Tahoe LT 2WD Chevy package CC10706 or equal Options • 2nd row manual bucket seats, Chevy package, #ATV • 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets • Black, grey, or white in colors. Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 90 days of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 60 days of award by VIN and deliver the vehicle identified within 90 days of the award of this bid.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

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

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 4 if budget allows.

Colors to be black, grey, or white.

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

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

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

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

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

TOTAL

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.

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 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **CITY WILL AWARD VEHICLES BASED ON PRICING 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 competed order.

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tameron CDJRF LLC for one 2022 Dodge Ram 1500 4X4 crew-cab pickup truck for Gulf Coast Technology Center.
General fund.

Amount of Contract:

$65,552.22

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 Tameron Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:17 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
2421	2023	(1545) POLICE CYBER DIVISION	2022 DODGE RAM 4X4 CREW-CAB PICKUP TRUCK FOR GULF COAST TECHNOLOGY CENTER (SEALED BID 5749)	$65,552.22	(298277) TAMERON CDJRF LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641	
Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes TO BE BID, BIDS HAND DELIVERED BY REQUESTOR. VEHICLE TO BE PICKED UP BY REQUESTOR UPON NOTIFICATION. NO SUBSTITUTIONS			
001	2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options VENDOR TO PROVIDE 2022 DODGE RAM PICKUP TRUCK. AS PER MY BID #5749 AND YOUR BID RESPONSE	1.00 EACH	65552.22000	65552.22
	1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			65552.22

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 65552.22

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

Account	Amount	Remaining Budget

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641	
Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
E	G-DRUG-FED.VEHICLEEXP.	.	65552.22	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	65552.22	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	11/22/22	RANDY THREADGILL	GL Allocation changed
CCancelled	12/28/22	JOHN PAINE	GL Allocation changed
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Approved	11/22/22	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	11/22/22	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	11/22/22	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	11/22/22	RANDY THREADGILL	
Approved	01/02/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	01/02/23	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	01/02/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	01/02/23	RANDY THREADGILL	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	02/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/01/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/01/23	JOHN PAINE	
Approved	02/01/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00002421-00 FY 2023
ACCOUNTS PAYABLE	PO 23004626
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TAMERON CDJRF LLC	GULF COAST TECHNOLOGY CENTER
27161 US HWY 98	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
DAPHNE, AL 36526	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#251-626-2641	
Fax 251-625-8094	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/22	298277				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5749
NEW AND USED VEHICLES

VEHICLE	PRICE	VENDOR
NEW 2022 Dodge Ram	$65,552.22	TAMERON CHRYSLER DODGE JEEP
USED 2021 Dodge Charger SXT	$32,870.00	LCM MOTORCARS, LLC
USED 2022 Chevrolet 2500HD	$72,680.00	LCM MOTORCARS, LLC

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: 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:
12/14/2022	5749	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 22, 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
	NEW AND USED VEHICLES					
1 each	New 2022 or newer Dodge Ram Rebel crew cab 4 X 4 pick-up truck with 100 or less miles as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2021 or newer four (4) door sedan, Dodge Charger SXT rear-wheel drive or equal as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
1 each	Used 2022 or newer ¾ ton crew cab pickup truck, Chevrolet 2500 HD crew cab, Standard bed 4 X 2 with LT or higher accessory package as per the following and attached specifications. Year_____ Make_____ Model_____ Miles_____ State Delivery_____ Price_____					
	Vehicles will be awarded on a per item basis.					
	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

Vehicles must be available for delivery within 90 days of award of this bid.

If not delivered within 90 days, the City reduces the price by 10%.

Must provide VIN number within 60 days of the order.

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 purchasing@cityofmobile.org.

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.

2022 Year model or newer RAM 1500 REBEL, CREW CAB 4x4 truck (144.5 in wheelbase 5ft 7-inch box) with equipment options as per the following MINIMUM specifications unless otherwise noted:

The specs listed are based on a **2022 RAM REBEL CREW CAB 4x4**

ACCEPTABLE COLORS:
Billet Silver Metallic Clear-Coat Exterior Paint/Diamond Black Crystal Pearl-Coat Exterior Paint, Granite Crystal Metallic Clear-coat Exterior Paint/Diamond Black Crystal Pearl-coat Exterior Paint.

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 100 miles
ENGINE: Minimum: 5.7L V8 HEMI MDS VVT torque Engine
TRANSMISSION: 8-Speed Automatic, 8HP75 Trans
SEATS: Cloth/Vinyl Low Back Bucket Seats in Black/Red with power 2 -way driver lumbar adjust and power 8-way driver seat; front passenger seat-manual adjust 4-way and 4-way adjust front headrest, with rear 60/40 folding seat
DRIVETRAIN: Four-wheel drive with elec shift on demand transfer case
DRIVE AXLES: 215MM front axle and 235MM rear axle with 3.92 rear axle ratio
SUSPENSION: Front and Rear performance tuned shock absorbers
BRAKES: 4-wheel disc brakes with ADVANCED BRAKE ASSIST
ADVANCED BRAKE SYSTEM: Additional Trailer Brake Control
EXTRA ELECTRONICS: 400W Power Inverter
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Rack-pinion
WHEELS: 18X8.0-inch wheel diameter painted mid gloss black wheels, no hubcaps
TIRES: 33 inch All Terrain Goodyear Tires (LT275/70R1&E)
EXHAUST: Black tip Dual Exhaust system
SPARE TIRE: Spare Tire
TOOLS: One wrench and one jack
AIR CONDITIONING: Manuel or automatic
MIRRORS: Power remote, heated driver, and passenger mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks with 2 stage unlock
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Power Front Windows with I-Touch Up/Down
RADIO/MULTIMEDIA: Minimum: 8.4-inch touchscreen display, Apple CarPlay and Google Android Auto compatible, Integrated Voice Command with Bluetooth with 9 amplified speakers
FLOOR COVERING: Full Carpet Floor Covering with Mopar off road truck rubber floor mats

SECURITY/SAFETY: Sentry Key Theft Deterrent System with Rear Back Up Camera.

2021 YEAR MODEL OR NEWER FOUR DOOR CAR WITH EQUIPMENT OPTIONS AS PER THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS OTHERWISE NOTED:
THE SPECS LISTED BELOW ARE BASED ON A 2022 DODGE CHARGER SXT RWD
ACCEPTABLE COLORS: PITCH BLACK, GRANITE, SMOKE SHOW, TRIPLE NICKEL, INDIGO BLUE, FROSTBITE, F8 GREEN
LOCAL OR DEALER INSTALLATIONS AND/OR NOTIFICATIONS ARE ACCEPTABLE. THE BIDDER WILL LIST IN DETAIL ALL SPECIFICATIONS BEING BID, A COPY OF THE WARRANTY, AND APPROPRIATE LITERATURE ON BID.
MILEAGE: UNDER 5,000 MILES
ENGINE: MINIMUM 3.6L V6 24V VVT ENGINE
TRANSMISSION: 8 SPEED AUTOMATIC
DIRVETRAIN: REAR WHEEL DRIVE
BRAKES: 4 WHEEL DISC ABS BRAKES
STEERING: ELECTRIC POWER STEERING
WHEELS: 20"X 8" NO HUBCAPS
TIRES: SIZED TO MATCH ABOVE WHEELS
SPARE TIRE: COMPACT SPARE TIRE(PREFERRED BUT OPTIONAL)
TOOLS: ONE WRENCH AND ONE JACK
AIR CONDITIONING: DUAL ZONE AUTO TEMPERATURE CONTROL
MIRRORS: BODY COLOR EXTERIOR MIRRORS. POWER HEATED W/ BLIND SPOT INDICATOR. AUTOMATIC DIMMING REARVIEW MIRROR
LIGHTING: BI-FUNCTION HID PROJECTOR HEADLAMPS
KEYS/LOCKS: PUSH BUTTON START, REMOTE PROXIMITY KEYLESS ENTRY
TINTED WINDOWS: DARKEST AVAILABLE TINT ON ALL WINDOWS
WINDOWS: POWER FRONT WINDOWS WITH 1 TOUCH UP/DOWN
RADIO/MULTIMEDIA: MINIMUM: 8.4" TOUCH SCREEN DISPLAY, APPLE CARPLAY, ANDROID AUTO, INTEGRATED VOICE COMMAND WITH BLUETOOTH
SEATS: 8-WAY POWER DRIVER SEAT, REAR 60/40 FOLDING SEAT
FLOOR COVERING: FULL CARPET FLOOR COVERING, FRONT AND REAR FLOOR MATS
SECURITY/SAFETY: SECURITY ALARM, INSIDE EMERGENCY TRUNK LID RELEASE, REAR PARK ASSIST SYSTEM, REAR BACK UP CAMERA

2022 Chevrolet 2500HD Crew Cab with standard bed with LT pkg or better (**cloth or leather seats**) 606-liter gasoline engine 4WD miles around 5000 as per the following **MINIMUM specifications** unless otherwise noted:

The specs listed are based on a **2022 Chevrolet 2500 HD Crew Cab Standard Bed 4x4 with LT or better pkg**

ACCEPTABLE COLORS:
Northsky Blue Metallic, Black, Silver Ice Metallic, Greenstone Metallic, Mosaic Black Metallic (no Summit White, no Cherry Red Tint Coat, no Iridescent Pearl Tricoat)

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE: Under 5000 miles
ENGINE: Minimum: 606 Liter Gasoline Engine
TRANSMISSION: 6-Speed heavy duty, electronically controlled automatic transmission
SEATS: Heated front seats, Power Driver Seat
DRIVETRAIN: Four-wheel drive
SUSPENSION: Off road suspension
BATTERY: Regular and Auxiliary Battery
BRAKES: 4-wheel disc brakes with Trailer Break Assist control
MIRRORS: Auto dim exterior driver mirror and black premium power folding mirrors
FUEL SYSTEM: 23 Gallon Fuel Tank with Capless fuel fill
STEERING: Heated Steering Wheel
WHEELS: 18 or 20 inch wheel diameter, no hubcaps
TIRES: ***Minimum*** 33 inch All Terrain
SPARE TIRE: Spare Tire full size on 18-inch or 20-inch rim
ELECTRONICS: Dual 220 Amp Alternator, Trailer Wiring Package, Back-Op Camera, Bluetooth Connection, Integrated Turn Signal Mirrors, Tire Pressure Monitor, Wi-Fi Hotspot
ACCESSORIES: Running Boards/Side Steps
TOOLS: One wrench and one jack
AIR CONDITIONING: Multi Zone A/C, with climate Control
MIRRORS: Towing Mirrors
LIGHTING: Auto on/off Halogen or LED headlights. Front fog lights and pickup cargo box light
KEYS/LOCKS: Remote keyless entry, power door locks , Keyless Start
REMOTE START: Remote Start System
TINTED WINDOWS: Darkest legal tint on 4 side windows with 10" visor tint on front windshield
WINDOWS: Automatic Windows
RADIO/MULTIMEDIA: Satellite Radio, Display Screen with Apple Car Play or Google Android Audio
FLOOR COVERING: Full Carpet Floor Covering with rubber floor mats
SECURITY/SAFETY: Theft Deterrent System with Rear Back Up Camera.

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:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hammco Tree Service for removal of approximately 70 trees and stumps in various locations for Forestry.
General fund.

Amount of Contract:

$102,585.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 Hammco Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:15 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
5254	2023	(2018) FORESTRY	REMOVAL OF VARIOUS TREES AND STUMPS FOR FORESTRY (SEALED BID 5762)	$102,585.75	(297611) HAMMCO TREE SERVICE

Adopted:

_____
City Clerk

Bill To	Requisition 00005254-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
HAMMCO TREE SERVICE	URBAN FORESTRY
P.O.BOX 401	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
SARALAND, AL 36571	PETER.TOLER@CITYOFMOBILE.ORG
UNITED STATES	
Tel#251-680-4366	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	297611				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB REMOVAL, TRIMMING, TREE REMOVALS AND STUMP GRINDING PER LIST AND SPECIFICATIONS OF BID 5762 AS PER MY BID #5762 AND YOUR QUOTE DATED JANUARY27, 2024	1.00 EACH	102585.75000	102585.75
1	1000.40.20.2070.2018.2070.0000.0000.42070.			102585.75

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 102585.75

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070. FORESTRY EXP CONTRACT LABOR	102585.75	1414307.56

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

Bill To	Requisition 00005254-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
HAMMCO TREE SERVICE	URBAN FORESTRY
P.O.BOX 401	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
SARALAND, AL 36571	PETER.TOLER@CITYOFMOBILE.ORG
UNITED STATES	
Tel#251-680-4366	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	297611				FORESTRY

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Queued	02/01/23	KINA ANDREWS				Auto approved by: 9105paij
		Queued	02/01/23	JAMES DELAPP				Auto approved by: 9105paij
		Queued	02/01/23	CASI CALLAWAY				Auto approved by: 9105paij
		Queued	02/01/23	MARC VASSALLO				Auto approved by: 9105paij
		Pending		DONALD ROSE				Auto approved by: 9105paij
		Pending		SANDRA LEWIS				Auto approved by: 9105paij
		Pending		KAREN NAMAN				Auto approved by: 9105paij
		Pending		JOHN PAINE				Auto approved by: 9105paij
		Pending		MICHAEL SPAFFORD				Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID #5762

TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

HAMMCO TREE SERVICE	LOOKS GREAT SERVICES	COASTAL TREE CO	CAINS TREE & LANDSCAPE	OPTERRA SOLUTIONS	CHRIS FRANCIS TREE CARE
$102,585.75	$113,250.00	$128,750.00	$142,900.00	$240,400.00	$248,963.00

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
Postal Service Does Not Deliver to This Street Address

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 deliverd F.O.B. Mobile to:
01/11/2023	5762	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, JANUARY 27, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removals and stump grinding as per the following and attached list and specifications in various areas of Mobile.

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Urban Forestry Office at 1900 Hurtel Street at 8:00 am on Friday, January 20, 2023.

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	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

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.

Questions should be sent to purchasing@cityofmobile.org
Do not direct questions to departments. Questions posed directly to departments and answers received are not official and will not be honored.

Only questions and answers delivered through the purchasing@cityofmobile.org will be official and honored.

Questions involving the bid specifications will not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

TO BE AWARDED ON AN ALL OR NONE 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 competed order.

SPECIFICATIONS FOR TREE LIMB AND TREE REMOVALS AND STUMP GRINDING

I. SCOPE OF WORK

A. – BASE BID

1. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

2. Stump Grinding/Removal: see Section B(6).

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

   a. General Liability insurance- public liability including premises, products and complete operations.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence
      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of (1) and (2) above
      (3) Bodily injury and property damage combined-
      $500,000 per occurrence

   b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence

      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of(l) and (2) above)
      Bodily injury and property damage combined-
      $500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indicating the Bid number and the bid due date and time.

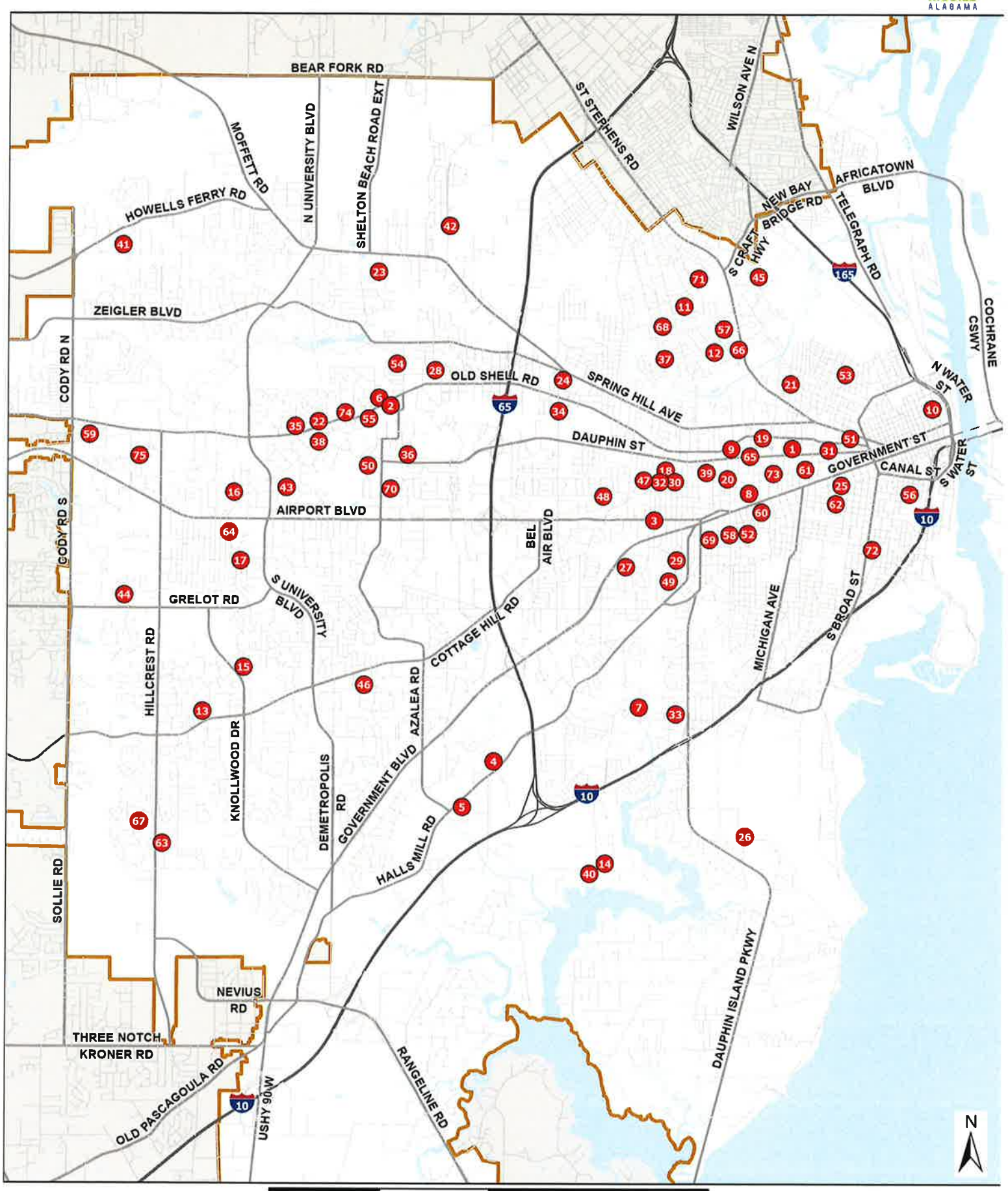
E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

1. Register as a vendor with the City of Mobile.
2. Submit proof of enrollment in the Federal E-Verify program
3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

Tree & Stump Removal Location Bid Map

Tree & Stump Removal Locations
Mobile City Limits



Date: 1/10/2023

Name	Location	TYPE	Map Index #	X-Coord	Y-Coord
VERIFIED REMOVAL	1412 Dauphin Street, Mobile, AL, USA	Removal	1	-88.070516	30.68742
VERIFIED REMOVAL	4560 Old Shell Road, Mobile, AL, USA	Removal	2	-88.147736	30.695646
VERIFIED REMOVAL	313 PINEHILL DR Mobile AL 36606	Removal	3	-88.096823	30.675369
VERIFIED REMOVAL	3710 Halls Mill Road, Mobile, Alabama, USA	Removal	4	-88.125439	30.635487
VERIFIED REMOVAL	4059 Halls Mill Road, Mobile, AL, USA	Removal	5	-88.133215	30.628758
VERIFIED REMOVAL	4608 Old Shell Road, Mobile, AL, USA	Removal	6	-88.149019	30.695142
REMOVE TREE	2352 N Mcvay Dr Mobile, AL 36605	Removal	7	-88.099456	30.644544
VERIFIED REMOVAL	1657 Hunter Avenue, Mobile, AL, USA	Removal	8	-88.078054	30.679833
Verified Removal	7 Gladys Avenue, Mobile, AL, USA	Removal	9	-88.080371	30.687312
Verified Removal(s)	202 St Louis St, Mobile, AL 36602, USA	Removal	10	-88.044184	30.694042
VERIFIED REMOVAL	2164 General Gorgas Dr N, Mobile, AL, USA	Removal	11	-88.092058	30.710739
Verified Removal	410 Schwarz Street, Mobile, AL, USA	Removal	12	-88.08322	30.703179
Verified Removal	2213 Woodhillcrest Drive, Mobile, AL, USA	Removal	13	-88.18064	30.643356
Verified Removal	Navco Road & Venetia Road, Mobile, AL, USA	Removal	14	-88.106311	30.618811
Verified Removal	Knollwood Drive & Vista Bonita Drive South, Mobile, AL, USA	Removal	15	-88.175822	30.65066
Verified Removal	609 Fairfax Rd W Mobile, AL 36608	Removal	16	-88.178012	30.679491
Verified Removal	5754 Chester Ct Mobile, AL 36609	Removal	17	-88.176622	30.668232
Verified Removal	Elizabeth St & Westwood St Mobile, AL 36606	Removal	18	-88.093843	30.683554
Verified Removal	57 N Monterey St Mobile, AL 36604	Removal	19	-88.076816	30.689067
VERIFIED REMOVAL	104 Hannon Avenue, Mobile, AL, USA	Removal	20	-88.080506	30.682263
VERIFIED REMOVAL	1500 Adams Street, Mobile, AL, USA	Removal	21	-88.071511	30.698022
VERIFIED REMOVAL	5200 Border Dr S, Mobile, AL, USA	Removal	22	-88.161911	30.691227

VERIFIED REMOVAL	4721 Tulane Drive, Mobile, AL, USA	Removal	23	-88.150819	30.716013
VERIFIED REMOVAL	200 Columbia Street, Mobile, AL, USA	Removal	24	-88.115354	30.699489
VERIFIED REMOVAL	250 Roper Street, Mobile, AL, USA	Removal	25	-88.06157	30.681363
Verified Removal	1813 Rosedale Rd Mobile, AL 36605	Removal	26	-88.079678	30.623385
VERIFIED REMOVAL	2587 Government Blvd, Mobile, AL, USA	Removal	27	-88.102907	30.668592
VERIFIED REMOVAL	4055 STEIN AVE Mobile AL 36608	Removal	28	-88.139726	30.699858
Verified Removal	617 Euclid Ave Mobile, AL 36606	Removal	29	-88.091603	30.668736
VERIFIED REMOVAL	101 WESTWOOD ST Mobile AL 36606	Removal	30	-88.093543	30.683487
VERIFIED REMOVAL	Dauphin St & North Georgia Avenue, Mobile, AL, USA	Removal	31	-88.06417	30.687572
VERIFIED REMOVAL	101 Westwood Street, Mobile, AL, USA	Removal	32	-88.093543	30.683487
VERIFIED REMOVAL	1450 Pitman Drive, Mobile, AL, USA	Removal	33	-88.093034	30.643437
VERIFIED REMOVAL	84 North Sage Avenue, Mobile, AL, USA	Removal	34	-88.114333	30.69507
VERIFIED REMOVAL	5268 Old Shell Road, Mobile, AL, USA	Removal	35	-88.164269	30.690399
VERIFIED REMOVAL	28 Ashley Dr Mobile, AL 36608	Removal	36	-88.144937	30.685908
VERIFIED REMOVAL	2413 Ridge Rd, Mobile, AL, USA	Removal	37	-88.09573	30.702018
Verified Removal	10 Westminster Way, Mobile, AL, USA	Removal	38	-88.161893	30.689661
Verified Removal	57 South Carlen Street, Mobile, AL, USA	Removal	39	-88.084525	30.683289
Verified Removal	Venetia Road & Navco Road, Mobile, AL, USA	Removal	40	-88.106311	30.618811
Verified Removal	1605 Erdman Ave, Mobile, AL, 36618, USA	Removal	41	-88.199792	30.721809
Verified Removal	1658 Lapine Drive, Mobile, AL, USA	Removal	42	-88.137193	30.723717
Verified Removal	4611 Sunset Drive North, Mobile, AL, USA	Removal	43	-88.167968	30.680364
Verified Removal	1220 Chimney Top Drive West, Mobile, AL, USA	Removal	44	-88.19882	30.662427
VERIFIED REMOVAL	526 Crawford Ln, Mobile, AL, USA	Removal	45	-88.07782	30.715653

Verified Removal	2051 Japonica Lane, Mobile, AL, USA	Removal	46	-88.152911	30.649152
Verified Removal	Pinehill Drive & Emogene Street, Mobile, AL, USA	Removal	47	-88.096548	30.682006
Verified Removal	2757 North Grafhill Drive, Mobile, AL, USA	Removal	48	-88.107304	30.679284
Verified Removal(s)	701 Euclid Avenue, Mobile, AL, USA	Removal	49	-88.091585	30.667044
VERIFIED REMOVAL	9 Turnout LN Mobile AL 36608	Removal	50	-88.1495	30.684054
GRIND STUMP	1001 Old Shell Rd, Mobile, AL, USA		51	-88.057943	30.689004
TREE, ROOT REPAIR	503 Weinacker Avenue, Mobile, AL, USA	Stump	52	-88.079543	30.673308
STUMP, GRIND	1160 Hercules Street, Mobile, AL, USA		53	-88.060868	30.699615
STUMP	28 Lancaster Rd, Mobile, AL, USA		54	-88.147133	30.700875
TREE,STUMP,NEEDS TO BE REMOVED	4752 Old Shell Road, Mobile, AL, USA		55	-88.15247	30.693405
STUMP, REQUEST TO GRIND & REMOVE	407 South Dearborn Street, Mobile, AL, USA		56	-88.048412	30.679941
STUMP, REQUEST TO GRIND/REMOVE	1850 St Stephens Ct, Mobile, AL, USA		57	-88.081415	30.706986
Stump	504 Weinacker Avenue, Mobile, AL, USA		58	-88.079944	30.673173
STUMP, GRIND & REMOVE	20 Hedgestone Way West, Mobile, AL, USA		59	-88.205867	30.690066
TREE, STUMP, NEEDS TO BE REMOVED	261 South Monterey Street, Mobile, AL, USA		60	-88.077019	30.677988
TREE,STUMP,NEEDS TO BE REMOVED	1308 Brown Street, Mobile, AL, USA	Stump	61	-88.06702	30.683838
STUMP, NEEDS GRINDING	Roper St & Selma Street, Mobile, AL, USA		62	-88.061099	30.680089
GRIND STUMP	6400 Cherry Ridge Drive, Mobile, AL, USA	Stump	63	-88.191103	30.621522
TREE STUMP NEEDS TO BE REMOVED	817 Linlen Avenue, Mobile, AL, USA	Stump	64	-88.178845	30.672894
TREE,STUMP,NEEDS TO BE REMOVED	1750 Dauphin Street, Mobile, AL, USA	Stump	65	-88.0793	30.687024
STUMP	407 Donald Street, Mobile, AL, USA		66	-88.081577	30.703656
STUMP	6601 Conde Court, Mobile, AL, USA		67	-88.195427	30.625113
REMOVE STUMPS	Stanton Rd & Dukes Avenue, Mobile, AL, USA	Stump	68	-88.096204	30.707368

STUMP	456 Rickarby Street, Mobile, AL, USA		69	-88.084003	30.674019
STUMP, NEEDS REMOVING FROM ROW	3970 Pembrocke Avenue, Mobile, AL, USA	Stump	70	-88.148164	30.680265
TREE,STUMP,NEEDS TO BE REMOVED	2009 Florence Street, Mobile, AL, USA		71	-88.089326	30.715302
TREE,STUMP,NEEDS TO BE REMOVED	800 South Broad Street, Mobile, AL, USA		72	-88.055495	30.670788
STUMP	1558 Luling Street, Mobile, AL, USA		73	-88.074665	30.683199
GRIND STUMP	Old Shell Road & Ridgelawn Drive East, Mobile, AL	Executive Request	74	-88.15392	30.692789
TREE,STUMP,NEEDS TO BE REMOVED	401 Fox Ct, Mobile, AL, USA		75	-88.196228	30.685368

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:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for Milestone XProtect video management software for MPD.
General fund.

Amount of Contract:

$19,341.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 CDW Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
4506	2023	(1530) POLICE ADMIN SERVICES	MILESTONE XPROTECT VIDEO MANAGEMENT SOFTWARE (AL STATE CONTRACT)	$19,341.91	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA 999 1700000000186 AND NVP SOFTWARE ADSPO 16-130652.			
001	ITEM: XProtect Corporate Device Channel License v 1 5 license 1 video chan Supplier Part No: 1650028 Manufacturer Part No: XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	233.82000	3741.12
1	1000.30.15.1530.1530.1530.0000.0000.42140.			3741.12
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	ITEM: MILESTONE 3YR OPT IN CARE PLUS Supplier Part No: 5190493 Manufacturer Part No: Y3OIXPCOBT	1.00 EACH	1164.05000	1164.05

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000			
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			1164.05
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	ITEM: MILESTONE 3YR OPT IN CARE PLUS Supplier Part No: 5190496 Manufacturer Part No: Y3OIXPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	70.00 EACH	126.74000	8871.80
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			8871.80

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756 Fax 312-705-0431	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	ITEM: XProtect Corporate Device Channel License v 1 5 maintenance 3 years Supplier Part No: 5177344 Manufacturer Part No: Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	92.85000	1485.60
1	1000.30.15.1530.1530.1530.0000.0000.42140.			1485.60
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
005	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177356 Manufacturer Part No: MCPR-Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	16.00 EACH	42.69000	683.04
	1 1000.30.15.1530.1530.1530.0000.0000.42140.			683.04
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177349 Manufacturer Part No: MCPR-Y3XPCOBT Manufacturer Name: Milestone Supplier Quote No:	1.00 EACH	408.00000	408.00

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	31768:NDVH076 NIGP: UNSPSC: 43000000			
1	1000.30.15.1530.1530.1530.0000.0000.42140.			408.00
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	ITEM: Milestone Care Premium technical support for Xprotect Corporate 3 yea Supplier Part No: 5177356 Manufacturer Part No: MCPR-Y3XPCODL Manufacturer Name: Milestone Supplier Quote No: 31768:NDVH076 NIGP: UNSPSC: 43000000	70.00 EACH	42.69000	2988.30
1	1000.30.15.1530.1530.1530.0000.0000.42140.			2988.30

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 19341.91

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42140.	19341.91	10226499.69
POLICE ADMIN SERVICES EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/31/23	DONALD ROSE	Approved by: 9105fola
Approved	01/31/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/31/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/31/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/31/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____

Bill To	Requisition 00004506-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 17000000186**

NOT TO EXCEED AMOUNT:

Begin Date:	07/27/2017	Procurement Folder:	389954
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	06/10/22	Version Number:	9

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Jennifer Loretz	Jennifer Loretz	Jennifer Loretz
334-242-7370	334-242-7370	334-242-7370
jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov	jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

renewed

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC

75 REMITTANCE DR, SUITE 1515

CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO
CDW Contract No. ADSP016-130652
Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Mandatory Source:
All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Contract Length:
Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Quote Requests:
Response time should be within twenty-four (24) hours but no more than three (3) business days.

Guaranteed 30 Day Quote:
Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during that time, the Reseller may provide two quotes, based upon the date that the order is received.

Delivery Period:
Reseller to provide delivery no longer than ten (10) business days after receipt of valid order unless conditions arise outside the control of the Reseller. The Reseller is to notify the Purchasing Entity of delay and anticipated delivery ship date. If this delay is unacceptable to the Purchasing Entity, the order can be canceled without penalty.

Late Payments:
Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Non-appropriation of Funds:
Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:
Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Third Party Cloud Services:
In the event that the State of Alabama purchases Cloud Services from the Contract vendor, the following terms shall govern such purchases:

Definition
"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services

State of Alabama acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by State of Alabama and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, State of Alabama shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the State of Alabama and State of Alabama will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Warranties State of Alabama acknowledges that Contract vendor is not the provider of the Cloud Services purchased by State of Alabama hereunder and the only warranties offered are those of the Cloud Service Provider, not Contract vendor. In purchasing the Cloud Services, State of Alabama relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

State of Alabama further acknowledges and agrees that Contract vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and State of Alabama shall indemnify, defend and hold Contract vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. State of Alabama further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud STATE OF ALABAMA Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, CONTRACT VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL
OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, CONTRACT VENDOR DOES OT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET STATE OF ALABAMA'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. STATE OF ALABAMA ACKNOWLEDGES THAT NO REPRESENTATIVE OF CONTRACT VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

State of Alabama shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. State of Alabama shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. CONTRACT VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND STATE OF ALABAMA ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE

OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY.THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY STATE OF ALABAMA FOR THE CLOUD SERVICE(S).

	PUBLISHERS	MARKUP/DOWN
KEY EMIZED	ADOBE	.97%
	CITRIX	.97%
	MICROSOFT	1.26%
	NOVELL	.97%
	SYMANTEC	.97%
	VMWARE	.88%

THER EMIZED	AI SQUARED	2.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.13%
	ALLIANCE ENTERPRISES	2.20%
	APPLE	2.20%
	ATTACHMATE – MICROFOCUS	1.25%
	AUTODESK	2.20%
	AUTONOMY – HP	2.20%
	BAKBONE – DELL	1.13%
	BARRACUDA	2.20%
	BOMGAR REMOTE SOFTWARE	.75%
	CA TECHNOLOGIES	2.20%
	CISCO	2.20%
	COMPUTRONIX USA	1.13%
	COMPUWARE	2.20%
	COREL	2.20%
	DOUBLETAKE	2.20%
	EMC	2.20%
	ENCHOICE	2.20%
	ESET	2.20%
	ESRI	2.20%
	FREEDOM SCIENTIFIC	2.20%
	GUARDIAN EDGE – SYMANTEC	2.20%
	GW MICRO	2.20%
	IBM	2.20%
	ICM CONVERSIONS	2.20%
	INFOR	2.20%
	INTERMEDIX EMSYSTEMS	2.20%
	HP	2.20%
	HUMANWARE	2.20%
	INFORMATION BUILDERS	2.20%
	KRONOS SOFTWARE	2.20%

	LANDESK	2.20%
	LASERFISCHE	2.20%
	LIQUIDWARE STATUSPHERE	2.20%
	MICROFOCUS INC	2.20%
	MINJET	2.20%
	MPS	2.20%
	MQSOFTWARE – BMC SOFTWARE	2.20%
	NCIRCLE	00%
	NETOP	1.25%
	NUANCE	2.20%
	ORACLE	2.20%
	OSAM	2.20%
	PASSPORT	1.25%
	PATCHLINK	1.25%
	PROOFPOINT	2.20%
	RSA SECURITY	2.20%
	REFERENCIA SYSTEMS	2.20%
	SAP AMERICA	2.20%
	SAS	1.25%
	SOLUTIONS SOFTWARE	1.13%
	SOPHOS	2.20%
	SPLUNK SOFTWARE	2.20%
	STASEEKER NETWORK INFRASTRUCTURE MONITORING	2.20%
	STELLENT – ORACLE	1.25%
	SUNGUARD	1.13%
	SYBASE	1.25%
	TECHSMITH	1.25%
	TREND MICRO	1.25%
	TRUSTWARE	.25%
	ULTRABAC	1.13%
	VORMETRIC	1.13%
	WEBSENSE	.88%
	any other non-listed publisher	2.20%

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000 from Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvements Fund (Fund 2000) Capital Project #C0829; 200 Government St. Bldg Improv.

Funding Source

Project # C0829 200 Government St. Bldg Improv **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
200 Government St. Bldg Improv	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/1/2023 - 12:58 PM
Budget	Holt, Robert	Approved	2/2/2023 - 7:48 AM
Legal	Kern, Chris	Approved	2/2/2023 - 11:11 AM
Legal	Kern, Chris	Approved	2/2/2023 - 11:11 AM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:20 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, **ALABAMA,** that the sum of $1,000,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be transferred to Capital Improvement Fund (Fund 2000); Capital Project # C0829; 200 Government St. Bldg Improv.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

To accept a contract with Thompson Engineering, Inc. for Engineering Services for McGregor Ave Widening (Dauphin to Airport).

Amount of Contract:

$1,547,335.00

Funding Source

Project # G-STPM7508	**Discretionary Funds**
Project String 2000.2000.48020	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/19/2023 - 2:47 PM
Accounting	Daniels, Bettye	Approved	1/19/2023 - 2:59 PM
Legal	Kern, Chris	Approved	2/2/2023 - 12:12 PM
Legal	Kern, Chris	Approved	2/2/2023 - 12:13 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:12 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave Widening (Airport–Dauphin)COM Project # 2013-202-07

PROJECT #: G-STPM7508 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $1,547,335.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

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___ N X_; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/19/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and 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, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the agreement 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 agreement will be on file in the office of the City Clerk.

Name of Company: Thompson Engineering, Inc.

Project Name: McGregor Ave Widening(Airport to Dauphin) /COM Project#2013-202-07

Estimated Cost: $1,547,335.00

Adopted:

_____

City Clerk

ALABAMA
DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

January 9, 2023

Mr. Nick Amberger, P.E., City Engineer
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ATTN: MR. GUY O'CONNOR, P.E.

Gentlemen:

Re: **Project No. STPMB-7508(600)**
McGregor Avenue Widening from Airport Boulevard to Dauphin Street
and Roundabout Construction at Dauphin Street
City of Mobile

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Thompson Engineering, Inc. to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of $1,547,335. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

Please contact this office if you need additional information.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: _____
Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer – Mobile Area

TWG/
c: Mr. Brad Lindsey, P.E.
Mr. Edwin Perry, P.E.
File

A G R E E M E N T

BETWEEN

THOMPSON ENGINEERING, INC.

AND

CITY OF MOBILE

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR PROJECT 2013-202-07
ALDOT PROJECT NUMBER STPMB-7508 (600)
MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET
AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

MOBILE COUNTY

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PROJECT 2013-202-07 ALDOT PROJECT NUMBER STPMB-7508 (600)

MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

This AGREEMENT is made and entered into by and between the City of Mobile, hereinafter referred to as the CITY, and THOMPSON Engineering, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 2970 COTTAGE HILL ROAD, STE. 190, MOBILE, ALABAMA, 36606, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY for the consideration hereinafter mentioned to provide construction engineering and inspection, materials sampling and testing and contract administration services for Project 2013-202-07 (ALDOT STPMB-7508 (600)) for the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the CITY and Alabama Department of Transportation, hereinafter referred to as STATE and/or ALDOT and shall ascertain the written practices of the CITY and STATE, prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the CITY, STATE and Federal Highway Administration (FHWA), where applicable, before CONSULTANT will be paid for said work.

"As a part of obligations of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT".

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services required by the CITY for Project 2013-202-07 (ALDOT STPMB-7508 (600)) as outlined by the CONSULTANT in their Proposed CE&I Services – Fee Proposal approved by the CITY and attached as Attachment 3 to this agreement. The CONSULTANT will provide services, personnel and equipment as required by the CITY and STATE. The work to be performed by the CONSULTANT will be as follows:

SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required by the CITY for construction engineering, inspection, materials sampling and testing and contract administration for Project 2013-202-07 (ALDOT STPMB-7508 (600)) as outlined by the CONSULTANT in their Proposed CE&I Services – Fee Proposal approved by the CITY and attached as Attachment 3 to this agreement.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the CITY and STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY and STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with CITY and

ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY and STATE. The CITY shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to allow sufficient time for the CONSULTANT to schedule its activities.

3.0 DEFINITIONS:

A. CITY – City of Mobile

B. ALDOT or STATE – Alabama Department of Transportation

C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.

E. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.

F. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.

Project Manager, CITY: Qualified individual assigned by the CITY to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.

G. FHWA: The Federal Highway Administration of the United States Department of Transportation.

H. Construction Contract: Construction work let under separate contract(s) by the City of Mobile to contracting firm(s).

I. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

J. Construction Contract Suspension: Cessation of construction activity on a construction contract.

K. Region Engineer: Administrative head of ALDOT'S Region.

L. District Administrator: Administrative head of one of ALDOT'S Districts.

M. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.

N. State Design Engineer: Administrative head of ALDOT'S Design Bureau.

O. Consultant: Consultant firm(s) retained by the CITY OF MOBILE to perform all construction engineering and administrative functions as defined in this AGREEMENT.

P. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.

Q. Region Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.

R. Consultant Design Engineer: Consultant design engineer retained by CITY to design aforementioned project.

S. CITY Construction Engineer: Employee designated by CITY to administer policies and procedures of construction project covered by this AGREEMENT.

T. Region Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction project covered by this AGREEMENT in ALDOT's Region.

U. CITY Consultant CE & I Engineer/Manager: Employee of CITY designated by Executive Director of Public Works to be in charge of project covered by this AGREEMENT.

V. Area Local Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.

4.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

The minimum Contract documents for this project shall be distributed to the CONSULTANT, via the CITY Project Manager, subsequent to award of construction contract for this project as follows:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)

1 copy of Executed Construction Contract

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by the CITY. Construction and Materials Management Software including CAMMS, SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration as needed by the STATE.

B. DOCUMENT COMPLIANCE

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

1. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANT'S personnel.
2. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website)
3. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region Construction Engineer. (Said manual is available on ALDOT'S website)
4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms

for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)

5. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region Materials and Tests Engineer. (Said manual is available on ALDOT'S website).
6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
7. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
8. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
9. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
10. FHWA Manual on Uniform Traffic Control Devices.
11. The applicable Roadway and Traffic Design Standards.
12. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department.
13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.

14. Copies of all applicable ASTM Standards.

C. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the CITY, to accommodate the CONSULTANT'S project personnel.

D. The CONSULTANT shall provide all survey equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand-held computers, automatic levels, hand-held two-way radios, electronic pipe and cable locators and complete safety equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the CITY and STATE. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the CITY has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CTIY to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY and STATE shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY and STATE policies, plans, specifications and contract provisions. The CITY and STATE shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this

AGREEMENT. The CONSULTANT shall cooperate and assist the CITY and STATE representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY'S and STATE'S recommendations. The CITY'S and STATE'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the CITY and STATE. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY, the CITY shall prepare a written evaluation of the costs, delays or damages and circumstances that caused the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the CITY and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The STATE shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the STATE'S Testing Manual. The CITY and STATE reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the CONSULTANT's Geotechnical firm, the Bureau

of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY and STATE of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate laboratory. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations. All concrete testing shall be performed at the STATE laboratory.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to assure proper coordination of activities of all parties involved in accomplishing completion of project; maintain complete, accurate records of all activities and events relating to project; properly document all significant changes to project; provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard CITY and ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested

by the CITY, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.

2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with the Construction Manual, Construction Information Memorandums, and CAMMS Policies and Procedures. The CONSULTANT shall immediately report to the CITY changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY. Said diaries and reports shall be kept up-to-date on a daily basis.

4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.

5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).

6. Prepare and submit monthly to the CITY a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.

7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the CITY when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.

8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring

a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the CITY for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the CITY is provided with all relevant information and, in addition, shall appraise and make recommendations to the CITY of all project related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project. By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including

penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the CITY, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY and STATE in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the CITY and STATE for approval. Approval of the CITY and STATE must be obtained prior to initiating any change or extra work.

10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the

CITY and STATE, shall negotiate prices with the Contractor and prepare and submit a recommendation to the CITY for approval. The CITY shall prepare the required CHANGE ORDER and obtain all required approvals from the STATE.

11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with Section 110 of the Standard Specification, of the costs involved in such work.

12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the CITY and STATE. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall analyze request and prepare a recommendation to the CITY covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the CITY and STATE on all delays. This recommendation is needed to justify a time extension.

14. The CONSULTANT shall prepare and submit to the CITY a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, shall be signed and sealed by the CONSULTANT. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.

15. At request of the CITY and/or STATE, the CONSULTANT shall assist appropriate CITY and/or STATE offices in preparing for hearings or litigation that may occur

during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.

16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.

17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the STATE'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.

18. The CONSULTANT shall review and document to the extent necessary to determine whether construction activities violate requirements of any permits. The CONSULTANT shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the CITY immediately.

19. Shop drawing/sample submittal and approvals shall be logged by the CONSULTANT. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

21. The CONSULTANT shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.

22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.

23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the CITY of these inquiries.

24. The CONSULTANT shall be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY and STATE to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the CITY the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the CITY and STATE prior to the date an individual is to report to work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the CITY.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the CITY.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the

following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or more of the following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification

- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the CITY. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and

specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The CITY and STATE shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the CITY. An individual previously approved whose performance is later determined by the CITY and/or STATE to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an

appropriate staff, as approved by the CITY and STATE, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the CITY shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the CITY. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the CITY to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY and STATE determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY and

STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the CITY and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The CITY shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the CITY, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY in connection with said Project.

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time, the CONSULTANT shall, by written request from the CITY, analyze the claim, prepare recommendation to the CITY covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY, STATE and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by CITY and/or STATE, assist appropriate CITY and/or STATE Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT. The CONSULTANT shall, upon written request by CITY and/or STATE, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits,

and otherwise assist the CITY and/or STATE in any litigation or hearings in connection with said construction contract.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for this project shall begin after the CONSULTANT receives the Notice to Proceed from the CITY. The maximum amount payable to the CONSULTANT for services on this assignment shall not exceed the amount stated in this contract . The length of services as herein established for this construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY and STATE of described services. The contract work will be deemed completed when the work has been accepted in writing by ALDOT and the CITY.
2. This AGREEMENT shall be effective upon the date of approval by the City of Mobile City Council, and signature of the Mayor of the City of Mobile.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the lesser of the CONSULTANT'S audited field overhead rate or 135.00%. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. Employees whose consultant owned vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the STATE.

For performance by the CONSULTANT of the services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred

by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	$30.00 to $45.00
Project Manager	$21.00 to $37.00
Senior Inspector	$17.00 to $29.00
Level II Inspector	$13.00 to $24.00
Level I Inspector	$12.00 to $19.00
Professional Land Surveyor	$26.00 to $40.00
Field Supervisor	$20.00 to $36.00
Instrument Person	$13.00 to $24.00
Target Person	$12.00 to $19.00
Administrative Assistant	$11.00 to $19.00

Soil Laboratory Services – Compensation for soil laboratory service tests performed by CONSULTANT under this AGREEMENT shall be in accordance with the following soil laboratory service test rates.

SOIL LABORATORY TEST	TEST RATE (each test)
Atterberg Limit with Moisture Content	$75.00
Sieve Analysis	$58.00
Standard Proctor (Soil)	$86.00

Standard Proctor (Stone)	$134.50
Modified Proctor (Soil)	$97.50
Modified Proctor (Stone)	$145.00
Classification (AASHTO)	$145.00
Classification (Topsoil)	$115.50
pH	$30.00
Organic Content L.O.I.	$35.00
Moisture Content	$11.50

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 135.00 percent (for Fiscal Year Ending December 31, 2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.165 percent (for Fiscal Year Ending December 31, 2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.
4. For work performed out of STATE provided facility, the lesser of the CONSULTANT'S audited field office and labor additive rate or 135.00% shall be applied to the direct salary and wages. Field office Facilities Capital Cost of Money (FCCM) rate is 0.165 percent (for Fiscal Year Ending December 31, 2021) of the direct labor and no profit shall be

allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. (*NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 105.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)*

5. Compensation for approved additional design support services performed by CONSULTANT and approved engineering and surveying services performed by sub consultants under this AGREEMENT shall be in accordance with compensation rate structure specified in Consultant's contract fee proposal approved by CITY and STATE.
6. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
7. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
8. Any paid overtime shall require prior authorization from the Region Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

   For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

   a. The hourly overtime rate will be 1.5 times the billable rate.

b. Hours worked on holidays observed in the CITY on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be one 1 times the billable rate.

b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.

9. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed $1,547,335.00 (max. STATE amount $1,237,868.00; max. CITY amount $309,467.00).

SECTION 2

A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.

B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the CITY and STATE may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the CITY for payment.

C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

SECTION 3

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY and STATE of all claims and of any and all liability of the CITY and STATE to the

CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY and STATE.

SECTION 4

During the period of this AGREEMENT, the CONSULTANT shall not be employed, and CONSULTANT'S employees shall not be employed, by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the STATE.

SECTION 5

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time work is performed.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Exhibits A, A-1, A-2, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y, and Z and Attachments 1, 2, and 3 attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

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

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the City of Mobile City Clerk's Office.

By signing this contract, the CONSULTANT 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.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date approved by City Clerk and the approval of the Mayor of the City of Mobile.

CITY OF MOBILE, a Municipal Corporation

By: _____

William S. Stimpson, Mayor

Date: _____

Attest: _____

Lisa C. Lambert, City Clerk

Date: _____

Thompson Engineering, Inc.

By: John A. Baker IV

Print: John H Baker III

Its: President / CEO

Address: 2970 Cottage Hill Rd Ste 190
Mobile AL 36606

Telephone: 251 666 2443

Date: January 17 2023

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, A Notary Public in and for said State and County, hereby certify that John H Baker III, whose name as President CEO of Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date,

Given under my hand and notarial seal on this the 17 day of January 2023.

NOTARY PUBLIC

Notary Public

My Commission Expires

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

CONSULTANT 4/14/81 EXHIBIT A
REVISED 3/9/01
REVISED 3/21/07

Participation by Disadvantaged Business Enterprises in Federal-Aid Program

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the CITY, or such other remedy may be undertaken by the CITY as it deems appropriate.

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EXHIBIT A-1

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.

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Engineering, Inc.
Address	2970 Cottage Hill Road Ste. 190 Mobile, AL 36606
Telephone	(251) 666-2443
E-Mail	jdavison@thompsonengineering.com

RFP/RFQ Solicitation Number	2013-202-07
Project Description	ALDOT - STPMB-7508 (600) McGregor Widening from Airport Blvd to Dauphin Street including Roundabout
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 253 Female 53 Minority 35 Non-minority 271 Vets 43 Total #of Employees 306

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jay Davison

Signature: _____ Date: 1/17/2023

Title: Alabama CE&I Manager

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: Morgan Johnson Title: Office Manager

E-mail:_ Phone: mjohnson@thompsonengineering.com (251) 666-2443

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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 # 2013-202-07 Your Bid/Proposal Amount $ 1,547,335.00 Date: 1 / 17 /2023

Description ALDOT - STPMB-7508 (600) McGregor Widening from Airport Blvd to Dauphin Street including Roundabout

Name of Bidder/Proposer: Thompson Engineering, 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
CERM	(251)	Construction Engineering and	$232,101	15%	DBE	
	690-9080	Inspection				

EXHIBIT A-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		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.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, 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:

_____ 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. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

EXHIBIT A-2

OFFICE OF SUPPLIER DIVERSITY

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 FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

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)

RE: DBE Approval McGregor Ave Widening 2013-202-07

Kidd, Archnique <archnique.kidd@cityofmobile.org>
Wed 1/18/2023 4:12 PM
To: White, Jessica <jessica.white@cityofmobile.org>

Good afternoon Jessica,
The DBE Request for McGregor Ave Widening-Airport to Dauphin (2013-202-07)(Engineering) has been approved.

Respectfully,
Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: White, Jessica <jessica.white@cityofmobile.org>
Sent: Wednesday, January 18, 2023 3:50 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: O'Connor, Guy <guy.oconnor@cityofmobile.org>
Subject: DBE Approval McGregor Ave Widening 2013-202-07

Attached is the Thompson Engineering Inc, DBE Request for McGregor Ave Widening-Airport to Dauphin (2013-202-07). Please review and approve.

Jessica White
Office Assistant II-Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

CONSULTANT 4/14/81 EXHIBIT C

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of $100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).

b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).

c. Executive Order 11738 (Federal).

d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

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CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/12/89
REVISED 3/8/91

EXHIBIT D
Page 1

CHANGES OF WORK

a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the CITY and/or STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the CITY and STATE in writing of such fact and receive written approval from the CITY and STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT, the CITY and the STATE. In the event that the CITY and/or STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.

b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the CITY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the CITY may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the CITY determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the CITY may, at the sole option of the CITY, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the CITY deems necessary for work completion. Writing directed from the CITY to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the CITY has made the determination of insufficiency of time as above provided.

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CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

a. The parties agree that conferences will be held at the request of CITY and/or STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. CITY, STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the CITY and STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

b. The CONSULTANT, when so directed by the CITY and/or STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

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CONSULTANT 4/14/81
REVISED 4/18/89
REVISED 7/24/01
REVISED 10/18/01

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The CITY and/or STATE shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The CITY and/or STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the CITY and/or STATE shall consider the following:

(1) The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

(2) The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be accordance with Federal Acquisition Regulations applicable.

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CONSULTANT 4/14/81
REVISED 4/2/92
REVISED 4/22/94
REVISED 2/4/98
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/22/05
REVISED 9/15/2014

EXHIBIT F
Page 1

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this AGREEMENT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, the CONSULTANT shall defend, indemnify and hold harmless the CITY of MOBILE, the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses and expenses or allegations thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, malfeasance, misfeasance, misconduct or negligent acts or omissions of the CONSULTANT in connection with their service under this agreement. Such indemnity shall not be limited by reason of any insurance coverage provided.

INSURANCE

General Liability, public liability, professional liability and property damage insurance in the amount of $1,000,000 shall be carried by the CONSULTANT in a policy, or policies, which shall specifically cover the above areas, as well as motor vehicle liability in the amount of $250,000 without expense to the CITY and STATE. Proof of insurance coverage shall be provided annually in a form as required by the CITY and/or STATE. The CITY and STATE shall be made, and shown as, an additional insured on the face of the insurance.

GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with the provisions of the labor law and 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.

SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the CITY and STATE. In the event the CITY and STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT are so assigned, sublet, or transferred.

AGENCIES

By entering into this agreement, the CONSULTANT is not an agent of the CITY or STATE, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the CITY and STATE and nothing in this agreement creates an agency relationship between the parties.

CONSULTANT 4/14/81
REVISED 4/2/92
REVISED 4/22/94
REVISED 2/4/98
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/22/05
REVISED 9/15/2014

IMMIGRATION

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.

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CONSULTANT 4/14/81
REVISED 7/14/81
REVISED 8/5/81
REVISED 7/24/01
REVISED 10/18/01
REVISED 6/13/07

EXHIBIT G
Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the CITY and STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the CITY and STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the CITY and STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or all staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary (ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not the CITY and/or ALDOT discovers or is aware of the same.

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CONSULTANT 4/14/81
REVISED 7/14/81
REVISED 8/5/81
REVISED 7/24/01
REVISED 10/18/01
REVISED 9/29/06

All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to the CITY and ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by the CITY and/or ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to the CITY and ALDOT shall not in any way relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by the CITY and/or ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any CITY and/or ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by the CITY and ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the CITY and/or STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the CITY, STATE and FHWA and copies thereof shall be furnished if requested.

OWNERSHIP OF ENGINEERING DOCUMENTS

a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the CITY and/or STATE upon CITY and/or STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the CITY and STATE. All completed original tracings of maps and other engineering data furnished to the CITY by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.

b. The CITY and STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The CITY and STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the CITY and/or STATE of such designs or ideas on work other than that covered in this AGREEMENT.

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/5/82 REVISED 10/13/87
REVISED 5/12/89
REVISED 1/30/15

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The CONSULTANT will comply with the Regulations of the City of Mobile and the Department of Transportation relative to nondiscrimination in federally-assigned programs of the City of Mobile and the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to
  -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY, STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to

furnish this information, the CONSULTANT shall so certify to the CITY, STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the CITY and/or STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the CITY and/or STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the CITY and/or STATE to enter into such litigation to protect the interest of the CITY and/or STATE.

COST PRINCIPLES

The CITY's and STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

CONSULTANT 4/14/81
REVISED 3/17/82
REVISED 5/5/82
REVISED 10/13/87
REVISED 5/12/89
REVISED 4/9/04
REVISED 1/30/15

b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold CONSULTANT out as, or claim to be, an officer or employee of the CITY and STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY and STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph b. also applies in like manner to the employees of CONSULTANT.

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CONSULTANT 4/28/00 EXHIBIT H-1
REVISED 12/18/08

CONSULTANTS' CERTIFICATIONS

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the CITY and STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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CONSULTANT 11/12/81
REVISED 7/24/01
REVISED 10/18/01

EXHIBIT I

FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the CITY and STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the CITY and STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

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CONSULTANT 12-20-88
REVISED 3-14-01

EXHIBIT K
Page 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

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The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

The balance of this page has been intentionally left blank.

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The balance of this page has been intentionally left blank.

The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

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CONSULTANT 02/05/88 EXHIBIT L

PARTICIPATION BY FOREIGN CONSULTANTS AND SUBCONSULTANTS

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the STATE, acting by and through its Department of Transportation, and the CITY will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant or such foreign country.

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CONSULTANT 3/19/90 EXHIBIT M
REVISED 7/18/90

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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CONSULTANT 2/15/95 EXHIBIT N
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE, CITY, and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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REVISED 12-27-10 EXHIBIT X

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Thompson Engineering Inc.

Project Number: STPMB-7508(600)

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: John H. Baker III

*Name of Certifying Official (Print): John H Baker III

*Title: President / CEO

Date of Certification (mm/dd/yyyy): 01/17/2023

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT Y

REVISED 3/9/01
REVISED 1/22/07

Federal-Aid Project: STPMB-7508 (600)
State: ALABAMA .
County: MOBILE .
City: MOBILE .

CERTIFICATION OF CONSULTANT

I hereby certify that I am the President/CEO duly authorized representative of the firm of Thompson Engineering whose address is 2970 Cottage Hill Rd Ste 190 . Mobile AL 36606 and that neither I nor the above firm I here represent has:

a) employed or retained from commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the City of Mobile, the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

January 17 2023 John A. Baker III
Date Signature

EXHIBIT Z

Federal-Aid Project: STPMB-7508 (600)
State: ALABAMA
County: MOBILE
City: MOBILE

CERTIFICATION OF EXECUTIVE DIRECTOR OF PUBLIC WORKS

I hereby certify that I am the Executive Director of Public Works for the City of Mobile, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

a) employ or retain, or agree to employ or retain, any firm or person, or,
b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration or any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation, the Federal Highway Administration, and the U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ Signature _____

ALABAMA DEPARTMENT OF TRANSPORTATION

CONSULTANT FIELD OFFICE PROCEDURES

GENERAL:

The Department generally allows its Consultants to perform contracted services from their established home or branch offices. However, on certain projects such as construction engineering and inspection (CEI), the Consultant will be required to establish a field office at or near the job site. The establishment of the field office, it's staffing, and its operational costs will be determined by project needs and negotiated with the Consultant.

DEFINITIONS:

(1) Field Office – Any office which the consultant or contractor specifically establishes or has furnished to them at or near the project site to be used exclusively for project purposes. The office may be a trailer, building, room, or a series of rooms for consultant personnel. Neither the number of personnel nor their mix by work classification shall have any bearing on this definition.

(2) Cost Objective – A function, organizational subdivision, contract or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost processes, products, jobs, capitalized projects, etc.

(3) Direct Cost – Any cost that is identified specifically with a particular final cost objective.

(4) Indirect Cost – Any cost not directly identified with a single final cost objective, but identified with two or more final cost objectives or with at least one intermediate cost objective.

ALLOWABLE COSTS:

The allow ability of costs will be determined in accordance with the criteria contained in the Code of Federal Regulations, Titles 23, 48, and 49 and other applicable Federal and State regulations.

The decision on whether a cost should be allowed as a direct or indirect cost depends largely on the Consultant's normal and customary practices for estimating and accounting. These practices should be outlined in the Consultant's annual overhead audit
and must be followed during contract pricing and negotiations.

GUIDELINE:

(5) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

- Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

GUIDELINE:

(1) Direct Costs

a. The scope of services that is required by the ALDOT contract may vary from routine projects of short duration to complex projects which last for several years. The complexity of the project, its duration, and location and the Consultant's general accounting practices will be considered during the determination of which direct cost will be allowed on individual projects.

b. The Department will allow direct labor costs required for field office operations as well as home or branch office direct labor costs that are specifically identified and approved. The job classifications, man-hours, wage rates, etc., which are allowable will be determined during contract negotiations between the Department and the consultant. As a general rule, the home or branch office direct labor will be limited to those essential services which must be provided from the home or branch office and can be provided from there more effectively or economically will be allowed.

c. As a general rule, the Department expects the Consultant to provide the necessary equipment to handle projects which require a field office and operations associated with it. Should the Consultant not own or have access to the required equipment items, whether the items should be leased, purchased or allowed in some other manner as a direct cost or indirect cost will be decided during contract negotiations. Consistency with the consultant's normal accounting practices and the Department's normal contracting practices will be considered. Other costs will also be evaluated during contract negotiations and their allow ability as a direct or indirect cost will be established. On occasions, the Department's Construction Contractor may be required to provide the field office and related equipment and operating cost. However, the CEI Consultant will remain responsible for providing all other equipment, supplies, etc., necessary for the project.

d. Following is a list of the direct costs normally associated with the operations of a field office. The list is not all-inclusive, but it provides the general types of costs, which are expected in a field office operation, and indicates the Department's policy on the allow ability of such costs.

1. Office Facility (rent/lease/purchase) – The direct cost of office space is allowable provided the office is established specifically for the ALDOT project and will be used solely for the project.

2. Office Equipment (rent/lease/purchase) – Costs necessary to equip the office facility to ALDOT's standards is allowable.

3. Operational Costs (utilities, water, electricity, maintenance, repairs, janitorial, etc.) – Costs are allowable.

4. Insurance – The cost is allowable if project specific.

5. Office Operations (supplies, reproduction, printing, postage, telephone, etc.) – Costs are allowable.

6. Auto, Trucks, Other Vehicles will be reimbursed at the prevailing Federal Rate, as approved by the General Services Administration. Tool boxes, camper shells, flashing lights, etc. attached to vehicles shall be invoiced as a direct cost.

7. Field/Testing Equipment and supplies (survey instruments, nuclear density equipment, binoculars, hammers, ladders, diving equipment, protective clothing, hard hats, boots, etc.) – These costs are allowable if required by the contract or the Department's Region/Division Consultant CEI Engineer or Department's Region/Division Construction Engineer.

8. Communication Equipment (radios, beepers, etc.) – The cost of specifically required items are allowable.

9. Computers – Direct cost is allowable on an hourly rate basis, provided the consultant can support the basis for the hourly rate and such cost is routinely charged as direct cost in the Consultant's accounting system. The purchase or lease of computer equipment as a direct cost will not be allowed unless specifically required by the project and approved by the Department.

10. Travel/Relocation
    a. Relocation – Relocation expenses shall be reimbursed only upon prior approval of the Department.
    b. Travel – Travel expenses will not be paid for employees assigned to a project. Employees required to attend meetings away from the project will be reimbursed in the same manner as Department employees. Employees based away from the project that are required to travel at the Departments' request to a meeting at the project site or elsewhere shall be reimbursed according to the

Consultant's policy but not to exceed the limitations of the Federal Travel Regulations.

11. Sub-consultants (including Surveyors, Outside Geotechnical, etc.)
– Costs are allowable if project related and specifically approved

Approved costs that are directly identified with the project and consistently treated as direct cost in the Consultant's accounting records will be allowed as direct project cost. If a cost is not specifically incurred for a project and identified with that project, it will not be claimed as a direct cost. However, it may be allowed as part of the indirect costs that are allocated to the field office indirect cost pool.

As a general rule, the method of acquisition for any capital asset (item costing $500.00 or more and having a life expectancy of 1 year or more) will be determined through a lease versus purchase analysis. The type of asset, its value, life expectancy, time of use on the project, residual value, etc. will be considered in the determination of whether to lease, purchase, pay use charges, or use other methods of compensation for capital assets.
Should the acquisition of capital assets as a direct cost be required for a particular project, the ownership and disposition of the asset will be determined during contract negotiations. The Department will not normally take ownership of acquired assets, but will either require the Consultant to provide a residual value for the unused life of the asset, or the Consultant will be provided with specific instructions regarding disposition of the asset. In either case, the Department requires that an equitable credit be obtained from the Consultant.

(2) Indirect Costs

a. As a general rule, the Department does not require extensive staffing of its Consultants' field offices. Most administrative and management functions will be performed at the branch or home office. Therefore, an equitable portion of these offices' indirect cost should be allocated to the field office. The costs that are allocated and the basis for the allocation depend largely on the results of the contract negotiations as well as the Consultant's customary accounting practices.

b. Fringe Benefits – The fringe benefits applicable to the field office direct labor costs should be allocated to the field office overhead pool. If the Consultant's accounting records do not maintain separate identity for field office fringe benefits, the fringe benefits will be allocated on a direct labor basis (e.g., field office direct labor divided by total direct labor).

c. Indirect Labor – Indirect salaries (accounting, legal, purchasing, personnel, management, etc.) shall be allocated on a direct labor basis.

d. Indirect Expenses – As a general rule, home or branch office indirect expenses will be allocated to the field office overhead pool on a

percentage basis which is determined by dividing the allocated indirect labor by the total home or branch labor (direct and indirect). Certain indirect expenses such as depreciation, repairs and maintenance, and field supplies which directly benefit only the field offices and which can be specifically identified may be allocated directly to the field office overhead pool.

e. When allocating indirect costs, it must be understood that the title of a particular cost account is not reason enough to determine whether the costs contained therein are allowable and allocable. A review of internal controls, compliance requirements, and an audit of the overhead are necessary to make that determination.

(3) In the event that a Consultant does not have an audited field office overhead rate, the first year's billable rate shall not exceed 105% of direct labor.

(4) The field office overhead rate and cost billed will be subject to audit as determined by the External Audit Manager of the Department. However, in no event shall the home or field office billable rates be reimbursed at a rate higher than 5 percentage points of the previous years' audited rates.

(5) The Bureau of Finance, External Audit Section of the Alabama Department of Transportation shall be furnished a certified annual audit report within five (5) months after the closing of the Consultant's fiscal year.

(6) Billable overtime will require prior authorization from the Department. Overtime is all time exceeding 40 hours per week.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly overtime rate will be 1.5 times the billable rate.
b. Hours worked on holidays observed in the Region/Division on work that is being performed by the Consultant will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

a. The hourly rate will be 1 times the billable rate.
b. The premium portion of overtime will be billed in accordance with the Consultant's Indirect Cost Rate Calculation.

(7) If the Consultant uses an employee of another Consultant that has been approved by the Department on a temporary or permanent basis for work that is the prime Consultant's responsibility, the Department will be billed the actual labor rate paid by the Sub Consultant not to exceed the approved hourly rate for that classification in the Master Agreement. The audited field office of the Sub

Consultant may not exceed the audited rate of the prime Consultant. Regardless of the labor mixture, profit is limited to 10%.

NOTE: Attached is a sample of the Alabama Department of Transportation's Accepted method of allocating overhead to a field office.

Example: (Showing Field Plus Home Office Rates)

Sample Engineering, Inc.
Schedule of Indirect Costs & Rate Calculation
For the Year Ended December 31, 1999

DIRECT LABOR:	Home Office			1,343,665	
	Field Office			948,220	
	Total Direct			$ 2,291,885	
					Allocation
	Proposed Allocable Expenses	**Unallowable Expenses**	**FAR Reference**	**Audited Expenses**	**Field Office**	**Home Office**
FRINGE BENEFITS						
Insurance - Group	$ 111,354	$ -		$ 111,354	$ 46,070	$ 65,284
Insurance - Life	4,197	(670)	31.205-19	3,527	$ 1,459	2,068
Payroll - Bonus	164,650	0		164,650	$ 68,121	96,529
Payroll - Holiday	83,722	0		83,722	$ 34,638	49,084
Payroll - Sick	22,343	0		22,343	$ 9,244	13,099
Payroll - Vacation	90,838	0		90,838	$ 37,582	53,256
Payroll - Taxes	240,003	0		240,003	$ 99,296	140,707
Total Fringe Benefits	$ 717,107	$ (670)		$ 716,437	$296,411	$ 420,026
GENERAL OVERHEAD						
Indirect Labor	621,191	0		621,191	$257,005	364,186
Accounting & Legal	9,357	0		9,357	1,224	8,133
Advertising & Promotion	3,362	0		3,362	440	2,922
Auto Expense	60,665	(3,413)	31.205-6	57,252	7,489	49,763
Computer Service	6,288	0		6,288	822	5,466
Continuing Education	7,407	(972)	31.205-44	6,435	842	5,593
Convention & Seminars	5,144	0		5,144	673	4,471
Depreciation & Amortization	138,625	0		138,625	18,132	120,493
Dues, Memberships, Licenses	4,590	(320)	31.205-1	4,270	559	3,711
Employee Welfare	11,197	0		11,197	1,465	9,732
Equipment Rental	23,481	(1,622)	31.205-1	21,859	2,859	19,000
Insurance - Auto & Trucks	29,683	(2,908)	31.205-6	26,775	3,502	23,273
Insurance - General	204,035	(49,973)	31.205.19	154,062	20,151	133,911
Insurance - Workers' Comp	17,584	(5,455)	31.205.19	12,129	1,586	10,543
Miscellaneous Expenses	5,189	0		5,189	679	4,510
Office Supplies & Expenses	79,429	0		79,429	10,389	69,040
Postage & Delivery	15,557	0		15,557	2,035	13,522
Professional Fees	32,259	0		32,259	4,220	28,039
Rent - Building	100,173	0		100,173	13,103	87,070
Repairs & Maintenance	42,831	0		42,831	5,602	37,229
Subscriptions	6,178	0		6,178	808	5,370
Survey Supplies	24,318	0		24,318	3,181	21,137
Taxes	11,923	0		11,923	1,560	10,363
Telephone	38,299	0		38,299	5,010	33,289
Travel	15,476	(65)	31.205-46	15,411	2,016	13,395
Utilities	20,732	0		20,732	2,712	18,020
Gain on Sale of Assets	(500)			(500)	(65)	(435)
Contributions	698	(698)	31.205-8	0	0	0
Entertainment	9,851	(9,851)	31.205-14	0	0	0
Total General Overhead	$1,545,022	$ (75,277)		$ 1,469,745	$367,997	$ 1,101,748
Indirect Cost Overhead Rate				95.39%	70.07%	113.26%

Notes:
(1) Indirect salaries were allocated to field office on the basis of direct labor.
(2) Indirect expenses were allocated to field office based on a ratio of allocated indirect salaries to total home office salaries (Home Office Direct Labor plus Total Indirect Labor) resulting in 13.08 % to the field.
Fringe Benefit Allocation: Field = 31.26% of Field DL Home = 31.26% of Home DL
General OH Allocation: Field = 38.82% of Field DL Home = 82.06% of Home DL

Attachment 2

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John H Baker III (affiant) who, being duly sworn says as follows:

President/CEO of Thompson Engineering 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 President/CEO for Thompson Eng 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 Thompson Engineering Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783 .

John H. Baker III

CEO of Thompson Engineering Inc

Sworn to and subscribed before me this the 17 day of January, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Stephanie Ivey McAleer

Signature and Seal of Notary Public

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   A. Automated verification checks on alien employees by electronic means, and
   B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. 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. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

Attachment 3

thompson
ENGINEERING

December 18, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

Subject: STPMB-7508 (600) McGregor Avenue Widening and Roundabout Installation
Thompson Engineering CEI Fee Proposal

Dear Mr. Amberger

I am writing this letter in response to Thompson Engineering having been selected to initiate fee negotiations with the City of Mobile to provide CEI services for the McGregor Widening and Roundabout Installation project. The fee proposal is based on anticipated personnel, experience on similar construction projects and the following assumptions:

1. Employee Classifications, Pay Rates and Field Office Overhead Reduced Rate of 135% based on attached letter from Thompson Engineering for CE&I projects with the Alabama Department of Transportation and the City of Mobile.
2. 325 working days in the contract for an estimated duration of 100 weeks based on 65% day charged rate.
3. Project Start Up – 4 Weeks
4. Initial Construction – 4 Weeks
5. Peak Operations – 86 Weeks
6. Project Close Out – 6 Weeks
7. Fee includes all concrete field testing

The attached man-day fee proposal breaks down the man-day estimate and daily rate for each classification of employee on the project.

Thompson Engineering plans to use a Level II Inspector from CERM during peak operations to conform to the City's 15% DBE target. For the fee proposal we assumed $24.00 per hour using CERM's field office overhead of 117.63% with 10% profit and 0.35% Facilities Cost of Capital for a total of $57.53 per hour. This rate is subject to change based on availability.

Thompson Engineering has also prepared a man day fee estimate for lab services to include all soil testing as well as providing a technician to be present in the asphalt lab during paving operations. Attached is the man day fee estimate for soil and asphalt lab services for your use. Thompson Engineering lab staff will ensure all

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Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS, INC. COMPANY

testing required by the ALDOT Testing Manual will be performed and results returned in a timely manner to field inspection staff for their use. ALDOT will be providing all concrete lab testing for this project.

Thompson Engineering will also provide additional design support services for this contract on an on-call and task order approved basis. This effort will be billed as time and materials based on the attached man-day fee estimate. Total fee for this work will not exceed $49,981.00.

Thompson Engineering will also retain Michael Baker as a sub-consultant as the design Engineer of Record to perform Post Design Services to include but not be limited to the following: Evaluation and preparations of required design modifications to include roadway geometrics, sequence of construction, signalization, ITS, lighting and drainage; prepare required construction plan updates; attend public meetings and assist with required utility coordination. Total fee for this work will not exceed $78,856 with the 5% sub-consultant markup.

Thompson Engineering will also retain Wattier Surveying as a sub-consultant to perform Field Survey Services to include the following: Recovering survey control; Field Staking (Existing ROW, Acquired ROW, Permanent Slope Easements, Temporary Construction Easements) and Maintenance of all field staking. Total fee for this work will not exceed $22,171 with the 5% sub-consultant markup.

In summary, Thompson Engineering proposes to provide the following services to the City of Mobile with proposed fee as listed below:

1.	Construction Engineering and Inspection	$1,370,932.00
2.	Soils Laboratory Services	$13,187.00
3.	Asphalt Laboratory Services	$12,208.00
4.	Additional Design Support Services	$49,981.00
5.	Post Design Services (Sub-Consultant - Engineer of Record)	$78,856.00
6.	Field Surveying Services (Sub-Consultant – Survey)	$22,171.00
	Total	**$1,547,335.00**

Thompson Engineering appreciates the opportunity to be of service to the City of Mobile. Should any questions or comments arise regarding this information, or if any further information is required, please advise.

Sincerely,

THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Project Manager

Enclosures

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

GRAND TOTAL OF FEE PROPOSAL

Construction Engineering and Inspection	$1,370,932
Soils Laboratory Services	$13,187
Asphalt Laboratory Services	$12,208
Additional Services	$49,981
Post Design Services (Michael Baker)	$78,856
Field Surveying Services (Wattier)	$22,171
GRAND TOTAL FEE	**$1,547,335**

Combined overhead rate (%) >>>>>>>>>>>>>>> 135.00

Facilities Capital Cost of Money (if used) >>>>>> 0.165

LABOR RATES

Classification	Daily Rate
Project Manager	$296.00
Senior Inspector	$232.00
Level II Inspector (DBE)	$192.00
Level I Inspector	$152.00
Professional Engineer	$360.00
Engineering Associate	$320.00
Designer	$280.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

12/18/2022
Date

Alabama CE&I Manager
Position/Title

Project No. STPMB-7508 (600)
County Mobile
Description McGregor Widening and Roundabout Installation
Scope of Work Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant Thompson Engineering

Proposed Man-Days	Project Manager	Senior Inspector	Level II Inspector (DBE)	Level I Inspector	Professional Engineer	Engineering Associate	Designer
Task 1: Construction Engineering and Inspection	380.00	868.00	440.00	450.00	131.00	0.00	0.00
Task 1A: Project Startup (4 Weeks)	8.00	30.00	0.00	0.00	8.00	0.00	0.00
Task 1B: Initial Construction (4 Weeks)	16.00	20.00	0.00	0.00	8.00	0.00	0.00
Task 1C: Peak Operations (86 Weeks)	344.00	770.00	440.00	450.00	115.00	0.00	0.00
Task 1D: Project Closeout (6 Weeks)	12.00	48.00	0.00	0.00	0.00	0.00	0.00
Task 2: Soils Laboratory Services	See Attached Unit Pricing for Soil Testing on Page 5			12.00	0.00	0.00	0.00
Task 3: Asphalt Laboratory Services	0.00	0.00	0.00	30.00	0.00	0.00	0.00
Task 4: Additional Design Support Services	0.00	0.00	0.00	0.00	20.00	20.00	20.00
Task 5: Post Design Services (Michael Baker)	See Sub-Consultant Fee on Page 10						
Task 6: Field Surveing Services (Wattier)	See Sub-Consultant Fee on Page 11						
TOTALS	**380.00**	**868.00**	**440.00**	**492.00**	**151.00**	**20.00**	**20.00**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Construction Engineering and Inspection)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	380.00	$ 296.00	$ 112,480.00
Senior Inspector	868.00	$ 232.00	$ 201,376.00
Level II Inspector (DBE)	440.00	$ 192.00	$ 84,480.00
Level I Inspector	450.00	$ 152.00	$ 68,400.00
Professional Engineer	131.00	$ 360.00	$ 47,160.00
	Total Direct Labor		$ 513,896.00
Combined Overhead (%)	135.00		$ 693,759.60
Out-of-Pocket Expenses**			$ 37,875.00
		Sub-Total	**$ 1,245,530.60**
Profit (10%)			$ 124,553.06
		Sub-Total	**$ 1,370,083.66**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 1,370,083.66**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 847.93
		TOTAL FEE	**$ 1,370,931.59**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (CE&I)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Project Startup (4 Weeks)	20	30	$0.625	$ 375.00
Peak Operations (90 Weeks)	2000	30	$0.625	$ 37,500.00
Project Closeout (6 Weeks)	0	30	$0.625	$ -
			Total Mileage Cost	**$ 37,875.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 37,875.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 37,875.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Soil Field and Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	12.00	$ 152.00	$ 1,824.00
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ 1,824.00
Combined Overhead (%)	135.00		$ 2,462.40
Out-of-Pocket Expenses**			$ -
		Sub-Total	**$ 4,286.40**
Profit (10%)			$ 428.64
		Sub-Total	**$ 4,715.04**
Soils Laboratory Testing Unit Pricing	**Test Fee**	**No. of Tests**	**Cost**
Atterberg Limit with Moisture Content	$ 75.00	15	$ 1,125.00
Sieve Analysis	$ 58.00	15	$ 870.00
Standard Proctor (Soil)	$ 86.00	10	$ 860.00
Standard Proctor (Stone)	$ 134.50	4	$ 538.00
Modified Proctor (Soil)	$ 97.50	10	$ 975.00
Modified Proctor (Stone)	$ 145.00	4	$ 580.00
Classfication (AASHTO)	$ 145.00	15	$ 2,175.00
Classification (Topsoil)	$ 115.50	3	$ 346.50
pH	$ 30.00	3	$ 90.00
Organic Content L.O.I.	$ 35.00	3	$ 105.00
Moisture Content	$ 11.50	3	$ 34.50
Contingency (10%)			$ 769.90
		Sub-Total	**$ 13,183.94**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 3.01
		TOTAL FEE	**$ 13,186.95**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Asphalt Laboratory Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	30.00	$ 152.00	$ 4,560.00
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ 4,560.00
Combined Overhead (%)	135.00		$ 6,156.00
Out-of-Pocket Expenses**			$ 375.00
		Sub-Total	**$ 11,091.00**
Profit (10%)			$ 1,109.10
		Sub-Total	**$ 12,200.10**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 12,200.10**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 7.52
		TOTAL FEE	**$ 12,207.62**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab, Engineering, Post Design & Field Surveying Services (Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Asphalt Laboratory Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	30	20	$0.625	$ 375.00
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
		Total Mileage Cost		**$ 375.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
		Total Subsistence Cost		**$ -**
		Total Travel Cost		**$ 375.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 375.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Additional Design Support Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	20.00	$ 360.00	$ 7,200.00
Engineering Associate	20.00	$ 320.00	$ 6,400.00
Designer	20.00	$ 280.00	$ 5,600.00
	Total Direct Labor		$ 19,200.00
Combined Overhead (%)	135.00		$ 25,920.00
Out-of-Pocket Expenses**			$ 288.75
		Sub-Total	**$ 45,408.75**
Profit (10%)			$ 4,540.88
		Sub-Total	**$ 49,949.63**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 49,949.63**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ 31.68
		TOTAL FEE	**$ 49,981.31**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Out-of-pocket Expenses (Additional Design Support Services)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Total	33	14	$0.625	$ 288.75
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
			Total Mileage Cost	**$ 288.75**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 288.75**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
				Total Printing/Reproduction Cost	**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total

Total Out-of-pocket Expenses	**$ 288.75**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Post Design Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ -
Combined Overhead (%)	135.00		$ -
Out-of-Pocket Expenses**			$ -
	Sub-Total		$ -
Profit (10%)			$ -
	Sub-Total		$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Michael Baker International			$ 75,101.00
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 3,755.05
	Sub-Total		$ **78,856.05**
Facilities Capital Cost of Money (% of Direct Labor	0.165		$ -
	TOTAL FEE		$ **78,856.05**

**See Grand Total Fee sheet

Project No.	
County	Mobile
Description	STPMB-7508(600) McGregor Avenue
Scope of Work	McGregor Avenue Post Design Support Services
Consultant	Michael Baker International

GRAND TOTAL OF FEE PROPOSAL

Post Design Support Services	$75,101
GRAND TOTAL FEE	**$75,101**

Combined overhead rate (%) >>>>>>>>>>>>>>>	152.354
Facilities Capital Cost of Money (if used) >>>>>>	0

LABOR RATES

Classification	Daily Rate	Raw Base
Principal in Charge	$860.16	$107.52
Project Manager / Sr. Engineer	$606.32	$75.79
Junior Engineer / EIT	$266.88	$33.36
Project Administrator	$287.36	$35.92

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed

12/2/2022
Date

Project Manger
Position/Title

Form Revised 7-30-13

Project No. _____
County Mobile and Baldwin
Description STPMB-7508(600) McGregor Avenue
Scope of Work McGregor Avenue Post Design Support Services

Consultant Michael Baker International

Post Desgin Support Services - Man-days	Principal In Charge	Project Manager	Design/Constr. Leads	Senior Engineer / SME	Proj Controls / Doc Mgmt Lead	Environmental Lead	Engineer / PE	Jr Engineer / EIT	Project Administrator
1 - Post Design Construction Support	DO NOT CHANGE CELLS IN THIS TABLE - CHANGE CELLS IN "HOURS" SHEET								
1.1 Evaluation and Preparation of Required Design Modifications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.1 Roadway Geometrics	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.2 Sequence of Construction	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.3 Signalization	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.4 ITS	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.5 Roadway Lighting	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.1.6 Drainage	1.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.2 Prepare Construction Plan Updates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.2.1 Develop plan revisions	1.00	5.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00
1.3 Attend Public Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.3.1 Participate in Public Meetings	0.50	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.4 Utility Coordination	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.4.1 Assist with required Utility Coordination	0.00	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3.50	32.50	0.00	0.00	0.00	0.00	0.00	15.00	0.00
- All man-days shown are based on an 8 hour day. No overtime is scheduled for this project and contract.									
TOTALS	3.50	32.50	0.00	0.00	0.00	0.00	0.00	15.00	0.00

Project No.	
County	Mobile and Baldwin
Description	STPMB-7508(600) McGregor Avenue
Scope of Work	McGregor Avenue Post Design Support Services
Consultant	Michael Baker International

Fee Proposal

PERSONNEL COST	Man-days	x Daily Rate	
Principal in Charge	3.50	$ 860.16	$ 3,010.56
Project Manager	32.50	$ 606.32	$ 19,705.40
Design/Construction Leads	0.00	$ 880.00	$ -
Senior Bridge/Highway Lead	0.00	$ 640.00	$ -
Project Controls Lead	0.00	$ 480.00	$ -
Environmental Lead	0.00	$ 550.00	$ -
Engineer / PE	0.00	$ 440.00	$ -
Junior Engineer / EIT	15.00	$ 266.88	$ 4,003.20
Project Administrator	0.00	$ 287.36	$ -
	Total Direct Labor		$ 26,719.16
Combined Overhead (%)	152.35		$ 40,706.64
Out-of-Pocket Expenses**			$ 847.80
		Sub-Total	**$ 68,273.60**
Operating Margin (10%)			$ 6,827.36
		Sub-Total	**$ 75,100.96**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 75,100.96**
Facilities Capital Cost of Money (% of Direct Labor)	0.00		$ -
		TOTAL FEE	**$ 75,100.96**

**See Grand Total Fee sheet

Form Revised 1-3-13

County Mobile
Description STPMB-7508(600) McGregor Avenue
Scope of Work McGregor Avenue Post Design Support Services

Consultant Michael Baker International

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
Weekly mileage on site	50	24	$0.585	$ 702.00
	0	0	$0.585	$ -
			Total Mileage Cost	**$ 702.00**

Subsistence Cost	Days	# People	$/Day	Total
Hotel (see notes)	0	0	$96.00	$ -
Rental Car (see notes)	0	0	$80.00	$ -
Per Diem (see notes)	0	0	$51.00	$ -
Travel allowance (overnight)***	0	0	$85.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 702.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
8.5"x11" black and white photocopies	6	6	36	$ 0.05	$ 1.80
8.5"x11" color photocopies	0	0	0	$ 0.22	$ -
11"x17" copies	0	0	0	$ 0.10	$ -
24"x36" copies	10	12	120	$ 1.20	$ 144.00
Roll Plots	0	0	0	$ 5.00	$ -
			Total Printing/Reproduction Cost		**$ 145.80**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
Airfare - 4 staff 6 times each @ $500	$ -

Total Out-of-pocket Expenses **$ 847.80**

Comments:
Travel costs assume 4-6 staff make a total of 8-10 trips to/from Mobile. Use an assumed total of 40 trips, average of 3 days per trip.

*****You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Project No.	STPMB-7508 (600)
County	Mobile
Description	McGregor Widening and Roundabout Installation
Scope of Work	Construction Engineering and Inspection, Soils/Asphalt Lab,
	Engineering, Post Design & Field Surveying Services
	(Estimated 100 Week Project Duration)
Consultant	Thompson Engineering

Fee Proposal (Field Surveying Services)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager	0.00	$ 296.00	$ -
Senior Inspector	0.00	$ 232.00	$ -
Level II Inspector (DBE)	0.00	$ 192.00	$ -
Level I Inspector	0.00	$ 152.00	$ -
Professional Engineer	0.00	$ 360.00	$ -
	Total Direct Labor		$ -
Combined Overhead (%)	135.00		$ -
Out-of-Pocket Expenses**			$ -
		Sub-Total	$ -
Profit (10%)			$ -
		Sub-Total	$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Wattier Surveying			$ 21,115.00
			$ -
			$ -
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ 1,055.75
		Sub-Total	$ **22,170.75**
Facilities Capital Cost of Money (% of Direct Labor	0.261		$ -
		TOTAL FEE	$ **22,170.75**

**See Grand Total Fee sheet

Project No.	STPMB-7508 (600) McGregor Avenue Widening
County	Mobile
Description	McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work	R/W & Easement Staking During Construction
Project Length	0.75 Miles
Consultant	WATTIER SURVEYING

GRAND TOTAL OF FEE PROPOSAL

Corridor Study	$0
Field Surveys	$21,115
Preliminary Roadway Plans	$0
Preliminary Bridge Plans	$0
Right-of-Way Map, Tract Sketches and Deeds	$0
Roadway Plans	$0
Bridge Plans	$0
GRAND TOTAL FEE	**$21,115**

Combined overhead rate (%) >>>>>>>>>>>>>>>> 105

Facilities Capital Cost of Money (if used) >>>>>> 0

LABOR RATES

Classification	Daily Rate
Project Manager	$384.62
Engineer	$0.00
Environmental	$0.00
Engineering Technician/CADD	$228.40
Environmental Technician	$0.00
Clerical	$148.00
PLS	$384.62
Survey Crew	$354.64

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Mark A. Wattier
Signed

12/1/22
Date

President
Position/Title

Form Revised 2-7-11

Project No. STPMB-7508 (600) McGregor Avenue Widening
County Mobile
Description McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work R/W & Easement Staking During Construction
Project Length 0.75 Miles

Consultant WATTIER SURVEYING

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 2 Man Crew				
Task A: Project Mobilization & Recover Control Points				
A-1 Mobilize	0.13	0.13	0.13	0.13
A-2 Recover & Flag Existing Survey Control Points	0.12	0.75	0.12	0.00
Task A Totals	**0.25**	**0.88**	**0.25**	**0.13**
Task B: Initial Staking - Entire Project 1 time				
B-1 Stake Ex. ROW, Acq. ROW, Perm Slope Esmt & Temp Const Esmt	0.25	5.00	1.00	0.25
Task B Totals	**0.25**	**5.00**	**1.00**	**0.25**
Task C: As-Needed Staking During the Construction Period				
C-1 Stake Ex. ROW, Acq. ROW, Perm Slope Esmt & Temp Const Esmt: to be perfomed hourly as-needed	1.50	15.00	1.50	0.75
Task C Totals	**1.50**	**15.00**	**1.50**	**0.75**
TOTALS	**2.00**	**20.88**	**2.75**	**1.13**

Attachment 3

Form Revised 2-7-11

Project No.	STPMB-7508 (600) McGregor Avenue Widening
County	Mobile
Description	McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work	R/W & Easement Staking During Construction
Project Length	1.00 Miles
Consultant	WATTIER SURVEYING

Fee Proposal (Field Survey)

PERSONNEL COST	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.20	$ 384.62	$ 76.92
PLS	2.00	$ 384.62	$ 769.24
Survey Crew (see man-day sheet)	20.88	$ 354.64	$ 7,404.88
Engineering Technician/CADD	2.75	$ 228.40	$ 628.10
Clerical	1.13	$ 148.00	$ 167.24
	Total Direct Labor		$ 9,046.38
Combined Overhead (%)	105.00		$ 9,498.70
Out-of-Pocket Expenses**			$ 650.00
		Sub-Total	**$ 19,195.08**
Operating Margin (10%)			$ 1,919.51
		Sub-Total	**$ 21,114.59**
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			$ -
			$ -
			$ -
Subconsultant Administration Expense (5%)			$ -
		Sub-Total	**$ 21,114.59**
Facilities Capital Cost of Money (% of Direct Labor)	0.00		$ -
		TOTAL FEE	**$ 21,114.59**

Form Revised 2-7-11

Project No. STPMB-7508 (600) McGregor Avenue Widening
County Mobile
Description McGregor Ave. from Airport Blvd to Dauphin St.
Scope of Work R/W & Easement Staking During Construction
Project Length 0.75 Miles

Consultant WATTIER SURVEYING

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	$/Mile	Total
	20	4	$0.625	$ 50.00
	0	0	$0.625	$ -
	0	0	$0.625	$ -
	0	0	$0.625	$ -
			Total Mileage Cost	**$ 50.00**

Subsistence Cost	Days	# People	$/Day	Total
Travel allowance (6 hour trips)	0	0	$11.25	$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	$20.00	$ -
Travel allowance (12 hour trips)	0	0	$30.00	$ -
Travel allowance (overnight)***	0	0	$75.00	$ -
				$ -
			Total Subsistence Cost	**$ -**
			Total Travel Cost	**$ 50.00**

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Deeds, Plats, etc.	0	0	0	$ 0.25	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
	0	0	0	$ -	$ -
			Total Printing/Reproduction Cost		**$ -**

Communication Cost (telephone, fax, etc.)	Total
	$ -

Postage Cost (overnight, stamps, etc.)	Total
	$ -

Other (provide description on next line)	Total
Survey Supplies (stakes, flagging, markers, etc.)	$ 600.00

Total Out-of-pocket Expenses **$ 650.00**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.**

Form Revised 2-7-11

Attachment 3

thompson
ENGINEERING

December 13, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

Subject: STPMB-7508 (600) McGregor Avenue Widening and Roundabout Installation
Proposed Staffing Plan

Dear Mr. Amberger:

The following employees are submitted for consideration for approval for use on the above referenced project:

Name	Position	Hourly Rate
Jay Davison	Professional Engineer	$45.00
Charlie Weston	Project Manager	$37.00
Lynn Renfro	Senior Inspector	$29.00
Chad Sharp	Senior Inspector	$26.46
David Lyle	Senior Inspector (Office)	$29.00
Richard Zimmerman	Level II Inspector	$24.00
Morgan Johnson	Level I Inspector (Office)	$19.00

Resumes are attached to this letter.

If you have any questions or need additional information, please do not hesitate to contact me at (251) 327-7122 or by email at jdavison@thompsonengineering.com.

Sincerely,
THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
Alabama CE&I Manager

2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606
251.666.2443 ph / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY

Jay P. Davison, P.E.

Alabama CE&I Manager

Assignment:	Professional Engineer
Firm:	Thompson Engineering
Years Experience:	With This Firm: 16
Education:	BS/Civil Engineering/2005 University of Alabama

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody –
Served as Project Manager of this $7,000,000 Widening Project.

ALDOT, I-65 Resurfacing from north of US-43 to just north of AL-225 –
Served as Project Manager of this $3,000,000 Resurfacing Project that included bridge raising at Lister Dairy Road.

ALDOT, I-10 Resurfacing from Carol Plantation to just west of McDonald Road –
Served as Project Manager of this $5,000,000 Resurfacing Project.

ALDOT, I-65 Resufacing from Main Street in Prichard to just north of AL-158 in Saraland
Served as Project Manager of this $9,000,000 Resurfacing Project.

City of Semmes, US-98 and McCrary Road Intersection Improvements –
Served as Project Manager of this $1,200,000 Intersection Improvement Project

ALDOT, I-10 Resurfacing from the Bayway to Highway 59 –
Served as Project Manager during construction of this $14,000,000 Resurfacing Project

ALDOT, I-10 Resurfacing from Rangeline Road to the Tunnel –
Served as Project Manager during construction of this $14,000,000 Resurfacing Project

ALDOT, 3 Mile Rd. & Huxford Rd. Resurfacing Escambia County, AL ATRIP, 2014 –
Served as Project Manager during construction of these Resurfacing Projects.

ALDOT, I-65 Service Road Relocation and SR-158 Improvements Saraland, AL ATRIP, 2014 – Served as Project Manager during construction of this $5,000,000 Grade, Drain, Base, Pave and Signal Project.

AIDT Aviation Training Facility, Mobile, AL, 2014 –
Completed all civil/site design for the construction of the new Training Facility at Brookley Aeroplex.

City of Mobile, Bridge Inspections, Mobile, AL, 2009, 2011, 2013, 2015, 2017 & 2019 –
Completed field work and served as Project Manager for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Inspections include substructure, superstructure, and deck and channel condition ratings. Thompson supervises underwater surveys where necessary. Inspections are performed by a three-person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements, maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

Mobile County Commission, Schillinger Road Resurfacing, Mobile, AL –
Assisted on-site inspectors during construction as well as gathering final documentation for the project. The project includes milling and resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation,



pavement striping and raised pavement markers and intersection improvements

ThyssenKrupp Steel USA, Administration Building, Calvert, AL, 2010 – Completed all civil/site design for the construction of the new 77,136 square foot Administrative building designed to house over 400 employees. The scope of this $650,000.00 design contract included survey, geotechnical, civil engineering, structural engineering, architecture and interior design, landscape design, interior design, and mechanical and electrical designs. With the exception of landscape, mechanical and electrical, all consulting design services were provided directly by Watermark Design Group/Thompson Engineering team.

IP Casino, Dry Dock Modifications, Biloxi, MS, 2013 – Completed all civil/site/dredging design for the design/build effort to construct a graving dock to dry dock the IP Casino vessel in its current moorings. Approx. 33,300 CY of silt, clay and sand will be removed and the vessel will be enclosed by 820 LF of sheetpile cofferdam. A 615 ft. x 130 ft. graving dock structure, structural steel blocking frame encompassed by a concrete mat foundation will be placed beneath the existing casino vessel. The previously dredged area outside the sheetpile wall will be backfilled with 3,600 CY of dewatered dredged material. Detailed engineering included hydrostatic surge analysis, dredging design, sheetpile wall design, steel frame and blocking design, concrete mat design, existing mooring modifications, and wall cap design.

Mobile County Commission, Airport Boulevard Resurfacing, Mobile, AL – Assisted on-site inspectors during construction as well as gathering final documentation for the Airport Boulevard resurfacing project from Snow Road west to the Mississippi State line. The project includes surveying, clearing, patching, leveling, milling, resurfacing of existing pavement, minor drainage improvements, shoulder improvements, traffic control installation, pavement striping and raised pavement markers, guardrail, and intersection improvements.

Mobile County Commission, 2006 Pay-As-You- Go Program, Celeste Road, 2009 – Improvements to Celeste Road from Salco Road north to the Citronelle, AL City limits. The project consists of over nine miles of roadway and drainage improvements with an estimated construction cost of $4.0 million.

Alabama State Port Authority, Pinto Terminal Dike and Entrance Road, 2010 – Thompson Engineering provided the civil/site plans for a 4,500 foot section of dike designed to protect a dredge spoil disposal area. The project also included the design and construction of a paved entrance road into the site.

City of Mobile, Cottage Hill Road at Montlimar Creek Bridge Approach Slab Repairs, 2010 – Thompson Engineering provided the civil and structural plans for this repair project. The project consisted of the design and construction of removing and replacing the two approach slabs on the bridge.

Bay Gas Storage Co., Disposal Well Design, 2009 – Thompson Engineering provided the civil/site and geotechnical plans for the project that consisted of designing multiple well pads. These well pads were designed to provide room for the drill rig as well as many other pieces of equipment. Mr. Davison completed the design on the layout as well as the grading and drainage. He also completed most of the drafting on the project.

Mobile County Commission, 2004 Pay-As-You-Go Program, Cuss Fork Road / Cuss Fork Loop Road, 2009 – Grade, Base, Drain and Pave Project of Cuss Fork and Cuss Fork Loop Roads. The project consists of a mile of roadway and drainage design with an estimated construction cost of $1.0 million.

Mobile County Commission, 2004 Pay-As-You-Go Program, Airport Connector / Grelot Extension, 2008 – Grade, Base, Drain and

Pave Project from the entrance to the Airport to the proposed roundabout and from the end of Grelot Road to the proposed roundabout. The project consists of a mile of roadway and drainage design with an estimated construction cost of $2.0 million.

Mobile County Commission. 1996 Pay-As-You-Go Program, Pine Springs Road, Cecil Drive and Taylor Avenue, 2008 – Thompson Engineering provided quality assurance during construction of this grade, drain, base and pave project. The construction cost of this project was $600,000.00.

Fire Station No. 3, City of Saraland, AL, 2007 – Project Engineer responsible for design of the grading, drainage and utility work. Mr. Davison also coordinated with the geotechnical engineer to establish earthwork and pavement structures. The project involved the design of an 8,728-square foot, three-apparatus bay new fire station for the City of Saraland. The facility has a training room, a triage area, administrative offices, and crew/living quarters with kitchen and dayroom areas. The structural system includes load-bearing CMU (ground face units) for exterior and apparatus bay walls, limited structural steel, and steel joist framing and roof deck. The design features a barrel vault at the apparatus bay complete with exposed curved steel joists. The roofing systems include both metal panel and modified bituminous. The design layout delineates the business and training area at one side of the apparatus bay and the crew/living quarters at the other side of the apparatus bay.

Mobile County Engineering, Airway Park Drive Drainage Improvements, Mobile, AL, 2007 – Thompson Engineering completed a drainage study of a large drainage basin at the intersection of Airway Park Drive and Schillinger Road. From this study it was determined that two of the pipes in the basin were inadequate. Mr. Davison completed the drainage study and calculations for the project. Once the problem was determined, he completed the construction drawings.

City of Mobile Engineering, Seabreeze Drive Drainage Improvements, Mobile, AL, 2007 – Thompson Engineering provided a detailed study of a drainage system that included a concrete ditch. From the study it was determined that repairs were needed. Once the site problems were defined, Mr. Davison completed the drainage study and construction drawings.

City of Saraland, Celeste Road Fire Station, Saraland, AL, 2007 – Thompson Engineering provided the civil/site plans for the project. This included surveying, site, grading, drainage, and utility plans. Mr. Davison completed the design on the layout as well as grading, drainage, and detention calculations. He also completed the design to improve a gravel road leading to the fire station along with most of the drafting on the project.

Town of Citronelle, Citronelle Senior Citizen Center, Citronelle, AL, 2007 – Thompson Engineering provided the civil/site plans for the project. This included surveying, site, grading, drainage, and utility plans. Mr. Davison completed the design on the layout as well as grading, drainage, and detention calculations. He also completed the drafting on the project.

Alabama Department of Transportation, Truss Bridge Inspection, Tallassee, AL, Rainbow City, Al and Lincoln, AL, 2007 – Thompson Engineering was contracted to inspect three truss bridges in the locations listed above. Mr. Davison was part of the crew on the bridges in Rainbow City and Lincoln. His role in the inspection was to inspect the superstructure of the bridge from the snooper truck. Once the inspection was complete, he helped complete the paper work that was needed for the inspection.

Previous Employment Experience

Challenge Engineering and Testing, Mobile, AL - Intern, May 2004-August 2004 Mr. Davison's responsibilities included logging and classifying soils on projects; assisting with hydrographic surveys and marine drilling for

new construction, and monitoring well installation. He also worked on U.S. Army Corps of Engineers' Projects.

Professional Certifications

Active Registration: Professional Engineer:
Alabama No. 31603
Mississippi No. 21128
Texas No. 124026
Louisiana No. 43010
Certified Bridge Inspector:
AL No. 827

Charlie Weston

CE&I Project Manager/Team Lead

Assignment:	Project Manager/Team Lead	
Firm:	Thompson Engineering	
Years' Experience:	With This Firm:	25
	With Other Firm:	13
Education:	Northeast Louisiana University	
Registration:	Certified Bridge Inspector: AL #695, FL #468	

Experience and Qualifications

Mr. Weston serves as a Construction Engineering & Inspection Project Manager on roadway construction projects providing supervision of roadway inspection, materials testing, surveying and documentation. Mr. Weston is a certified bridge inspector and is a Team leader providing inspections for the structural condition assessment inspections following State and FHWA guidelines and procedures. Mr. Weston is trained to perform field and laboratory testing services to include soils, concrete, asphalt, and pile load testing. He has worked with field survey teams on projects related to site development, material quantity computations and hydrographic surveys. Mr. Weston has also worked throughout the southeast on projects for commercial development, as well as, the U.S. Army Corps of Engineers. He has led crews on various types of offshore marine subsurface exploration projects including vibrocore and mud rotary from floating and self-elevating platforms. He has provided project management and surveying services as on-site team leader on extensive engineering projects.

Mr. Weston provides expertise in the following areas:

- Project Management
- In-Service Bridge Inspection
- Soil Test Borings
- Instrumentation Studies
- Offshore / Marine Subsurface Investigations
- Hydrographic Studies
- Field Survey Studies

Role: Team Lead for Thompson Engineering
Responsible for: Quality assurance inspections, project success, and client satisfaction. Thompson provided bridge inspection services for fracture critical and complex bridges in accordance with NBIS Bridge Inspection Standards, and in accordance with State Aid's LSM Manual.
All reporting was on time and on the schedule of the inspection cycle for each year. Critical findings and recommendations were reported and documented as per State Aid Standards. Both inspection cycles were completed under budget.

Project Experience

Escambia County, ST-027-041-001-
Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) -
Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) Resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

Baldwin County, ST-002-182-012, Median Improvements and Beautification, Orange Beach, AL – Thompson Engineering provided project management and CE&I services for the safety improvements. The work consisted of widening of SR-182, slope paved islands and traffic signals. Cost $2.9 million, Contract time 120 days.

Mobile County, IM-IO65(470), Bridge Deck Rehabilitation on I-65 at Cottage Hill Rd., Mobile, AL – Thompson Engineering provided project management and CE&I services for the removal and replacement of the NB and SB bridge decks.

The project was bid as an incentive/disincentive and required all work requiring lane closures be completed within 21 days. Cost $ 3 million. Contract time 40 days.

Baldwin and Mobile Counties, BR-IO65(440), Various Repairs to the Delta River Bridge on I-65 – Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs. The repairs include deck joint replacement, upper and lower cable connection repairs, girder, floorbeam, tied arch stiffener repair, new drainage system and coating. Cost is $14 million. Contract time is 250 working days.

Baldwin County, IM-I010(319), Baldwin Beach Express CR 64 to I-10, Loxley, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges and Interstate Interchange. The project consist of a divided four lane roadway, 2 AASHTO girder bridges, box culvert construction extensions. Cost $13 million. Contract time is 550 calendar days.

Baldwin County, ACSTPAA1702(904), Baldwin Beach Express from CR 32 to US 90, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges in the widening of CR 83. The project consists of widening an existing two lane roadway into a divided four lane roadway, 10 AASHTO girder bridges, box culvert construction. Cost $ 54 million. Contract time is 745 calendar days.

Baldwin County, HPP-STPAA-STPNU-RECA-1702(905), Baldwin Beach Express from US 90 to CR 64, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consists of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost $11 million. Contract time was 740 calendar days.

Alabama State Port Authority, Choctaw Point Terminal Access Road, Mobile, AL – Construction engineering inspection of a new grade separated vehicular access route from I-10 to the new Choctaw Point Container Terminal. The project included the construction of a 766 ft. steel girder bridge, 12,600 sq. ft. of modular block retaining wall, the relocation of Conception Street, a new North Carolina Street, the relocation of an active 16-in. water main, relocation of a 48" sewer main and roadway lighting. Thompson Engineering provided CE&I services, a resident project manager, and inspection staff. The project included grade, drain, base, pave, stripe, demolition, utility relocation, railroad relocation and bridge. Cost $12 million. Contract time was 480 calendar days

City of Meridian 22nd Avenue Bridge Renovation, Meridian, MS – Renovation of the 22nd Avenue Bridge. Thompson Engineering inspected, evaluated, and made design recommendations for the renovations including geotechnical investigation of bridge approaches, bid documents, contractor selection, and construction inspection services. Renovations included repair of spalling and cracked concrete, soil stabilization at bridge approaches, new guardrail and lighting, and new approach pavement.

ALDOT, IM-MGF-65-1(252), SR 158 and I-65 Interchange, Saraland, AL – Grade, drain, base, pave, sign, stripe, culvert, culvert extension, signalization, lighting, bridge and bridge replacement on I-65. Contract includes the reconstruction of the interchange at SR 158 and I-65 consisting of ramp relocation, additional lanes on SR 158 and I-65, bridge construction, barrier wall, lighting, and signal installation. $25 million, 400 work days.

ALDOT, IM-65-1(244), US 90 and I-65 Interchange, Mobile, AL – Grade, drain, base, pave, sign, stripe, culvert, culvert extension, signalization, lighting, bridge and bridge widening on US 90 in Mobile, Alabama. Contract includes the reconstruction of the interchange at US 90 and I-65 consisting of ramp relocation, additional lanes on US 90 and I-65, bridge construction, bridge widening, lighting and signal installation. $7 million contract, length 300 days.

City of Mobile, In-Service Bridge Inspections, Mobile, AL, Ongoing – Team leader providing inspections for the structural condition assessment inspections following ALDOT and FHWA guidelines and procedures for 124 bridges, and culverts throughout the City of Mobile. Also supervised underwater inspections performed by a subcontractor. Inspections include substructure, superstructure, and deck and channel condition ratings. Inspections are performed by a three person team consisting of a Certified Bridge Inspector and two Engineering Technicians. Detailed reports are prepared consisting of completed ALDOT ABIMS forms, scour assessment and stream profile measurements,

maintenance/repair estimates, and detailed field notes and pictures describing any deficiencies.

Escambia County, In-Service Bridge Inspections, Escambia County, FL, – Bridge inspector providing inspections and for the structural condition assessment inspections following FDOT and FHWA guidelines and procedures for bridges throughout Escambia County.

Certifications

- Radiation Safety
- ADEM QCI Stormwater Inspector
- ACI/ALDOT Concrete Technology
- NHI – Safety Inspection of In-Service Bridges
- NHI - Fracture Critical Bridge Inspection
- HNI – Bridge Inspection Refresher Training
- Certified Bridge Inspector Alabama and Florida
- Mississippi Bridge Inspection Team Lead

Lynn Renfro

Senior Inspector

Assignment:	Senior Inspector
Firm:	Thompson Engineering
Years Experience:	With This Firm: 16

Experience and Qualifications

Mr. Renfro joined Thompson Engineering in 2005 to participate in the U.S. Army Corps of Engineers Hurricane Katrina Clean Up efforts, where he monitored disaster clean-up crews in Mobile County, Alabama. Mr. Renfro is a Senior Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He also performs field inspection duties on a daily basis, including bridge inspections, pipe inspections, roadway inspections, utility relocations, and storm water inspections. Mr. Renfro assists with the following engineering surveys: re-establishing centerline, right of way lines, easements, and computing earthwork quantities from cross-sections.

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as a Senior Inspector of this $7,000,000 Widening Project.

ALDOT, IM-IMGR-HSIP-I065 (501) – Resurfacing on I-65 from North of Sr-13(US-43) to SR-225 to Bridge raising at Lister Dairy Rd. Served as a Senior Inspector.

ALDOT, I-10 Resurfacing from Carol Plantation to just west of McDonald Road – Served as Senior Inspector of this $5,000,000 Resurfacing Project.

ALDOT, Baldwin County HSIP- I065 (486) & (488) – I-65 install interstate median cable barrier from SR- 59 MP 33.7 to Railroad Bridge MP 75.5. The second phase of this project was installation from Sr-158 to North of CR-41 in Mobile County. Served as an Inspector during this project.

Pickens County, NHF-FRTF-0006 (562) - Served as a Senior Inspector for this project.

Baldwin and Mobile Counties, BR-IO65 (440), Various Repairs to the Delta River Bridge on I-65 – Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs. The repairs include deck joint replacement, upper and lower cable connection repairs, girder, floor beam, tied arch stiffener repair, new drainage system and coating.

Baldwin County, IM-I010 (319), Baldwin Beach Express CR 64 to I-10, Loxley, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges and Interstate Interchange. The project consist of a divided four-lane roadway, 2 AASHTO girder bridges, box culvert construction extensions.

Baldwin County, ACSTPAA1702 (904), Baldwin Beach Express from CR 32 to US 90, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridges in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, 10 AASHTO girder bridges, box culvert construction.

City of Mobile, Emergency Bid for Bridge Over Eslava Creek at Bel Air Blvd., Mobile, AL, 2006 – Level I Inspector for five-lane replacement bridge in urban area requiring utility relocation, bridge demolition and replacement, sub-grade installation paving, curb and sidewalk.

Hurricane Debris Clean Up, Mobile, AL, 2006 – Supervised and documented multiple crews' activities for the cleanup and debris removal from Mobile County, AL, neighborhoods following Hurricane Katrina.

Hurricane Debris Clean Up, Diamondhead, MS, 2006 – Supervised and documented multiple crews activity for the cleanup and debris removal from Diamondhead, MS area neighborhoods following Hurricane Katrina.

Professional Certifications

- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety

Stephen Chad Sharp

Senior Inspector

Assignment:	Senior Inspector
Firm:	Thompson Engineering
Years' Experience:	With This Firm: 5
Education:	BS/2008/Civil Engineering
	South Alabama

Experience and Qualifications

Mr. Sharp is a Senior Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He has served as an Office Engineer for Thompson Engineering providing CE&I services to the Alabama Department of Transportation. He also has experience performing as a field supervisor where he monitored contractors during demolition and construction; provided inspection services and performed quality assurance verifying work was being performed in compliance with project specifications; updated drawings to show modifications; prepared safety audits; and performed construction materials testing in the field.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million. Contract time is 400 calendar days.

Escambia County, NH-0003(622), Resurfacing through downtown on US-31, Brewton, AL, 2020-current – Thompson Engineering is providing project management and CE&I services for the Milling, Manhole Resets, Sidewalk, Curb & Gutter, and Paving. Cost $1.5 million. Contract time 115 calendar days.

ALDOT Baldwin County, IM-I065 (480) – Resurfacing I-65 from Dyas Creek to Escambia County Line. Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

Conecuh County, IM-IO65 (489) Resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

ALDOT, I-65 Resufacing from Main Street in Prichard to just north of AL-158 in Saraland – Served as a Senior Inspector of this $9,000,000 Resurfacing Project.

ALDOT, I-10 Resurfacing from the Bayway to Highway 59 – Served as an Inspector during construction of this $14,000,000 Resurfacing Project.

Baldwin County, HPP-STPAA-STPNU-RECA-1702(905), Foley Beach Express from US 90 to CR 64, Robertsdale, AL – Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Pave, Culvert, Bridge and Signal construction in the widening of CR 83. The project consist of widening an existing two lane roadway into a divided four lane roadway, AASHTO girder bridges, box culvert construction and installation of a new traffic signal at the intersection of US 90. Cost 11 million. Contract time is 740 calendar days.

ALDOT, NHF-0042 (501), SR 42 Relocation, Mobile County, AL – 7.965 miles grade, drainage, bridges and bridge culverts. Relocation of SR-42 (US-98) from the Mississippi State line to just east of CR-863 East of Wilmer. Contract totals $53,841,859.15 and provides 400 working days.

ALDOT, STPAA-7571 (600) – Responsible for ensuring specification compliance, daily documentation of Contractor activities, and performing field tests.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety
- Temporary Traffic Control Certification
- Earthwork Certification

Thomas David Lyle

Senior Inspector/Office Engineer

Assignment:	Senior Engineer
Firm:	Thompson Engineering
Years' Experience:	With This Firm: 4 With Other Firm: 14
Education:	Wallace Community College

Experience and Qualifications

Construction Inspector / Office Engineer / Project Manager – Mr. Lyle has over 18 years of construction engineering experience with various state transportation projects. Responsible for all inspectors on project and operations. Regulates duties and checks for compliance and documentation of all work items performed by the contractor. Ensures conformance to the plans, specifications, standards, and special provisions. Works as a liaison between the project engineer and the contractor and inspectors. Solves problems in the absence of the project engineer or brings to the project engineer's attention with possible corrections and solutions. Performs required tests on concrete, asphalt, and other materials, as required. Takes cross-section of all required items and checks evaluations and grades as needed. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checked and provided documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answered questions and complaints from the public and/or directed them to superiors, if necessary. Checked all field books, x-sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as CEI / Office Engineer of this $7,000,000 Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $2.3 million, Contract time 90 days.

ALDOT, I-65 Resurfacing from north of US 43 to just north of AL 225 – Served as CEI / Office Engineer of this $3,000,000 Resurfacing Project that included bridge raising at Lister Dairy Road.

Previous Experience

•Project Manager for a 475-million-dollar Bridge Replacement (CBD) to include grade, drain, base, pave, striping, signing, signals, lighting, bridge, bridge widening, bridge removal, retaining walls and lighting project for the ALDOT in Jefferson County, Alabama. Mr. Lyle's responsibilities included managing all aspects of Office Engineering, including managing 7 office engineers to ensure that accurate records were being kept, monthly estimates paid, materials being submitted for approval accurately, and final project close out was completed in accordance with Contract Documents and Specifications.

•Project Manager for a 208-million-dollar Interchange Modification to include grade, drain, base, pave, striping, signing, signals, lighting, bridge, bridge widening, bridge removal and



retaining walls project on I-59/20 & I-65 for the ALDOT in Jefferson County, Alabama. Mr. Lyle's responsibilities included managing all aspects of Office Engineering, including managing 7 office engineers to ensure that accurate records were being kept, monthly estimates paid, materials being submitted for approval accurately, and final project close out was completed in accordance with Contract Documents and Specifications.

•CEI / Project Manager for I-22 (Corridor X) from SR-118 Interchange to the SR-118 Overpass Ramps west of Jasper in Walker County for the Alabama

•CEI / Project Manager for SR-4 (US 78 / I-22 Corridor X) from SR-69 Overpass Bridge to the Norfolk Southern Railroad Bridge, from the west end of the Norfolk Southern Railroad bridge to west of Industrial Blvd, and from the Overpass Ramps at SR-118 to SR-69 in Walker County for the Alabama Department of Transportation, Third Division.

•CEI / Office Engineer for Bridge Replacement at various sites on CR-13 over Sipsey Creek, Boardtree Creek, and Barnesville Creek in Marion County for the Alabama Department of Transportation, Second Division.

•CEI / Office Engineer for 14th Street from 10th Avenue South to 8th Avenue North, Sidewalk, Landscaping, Irrigation, and Lighting Conduit in the City of Birmingham for the Alabama Department of Transportation, Third Division.

•CEI / Office Engineer for Sidewalk, Landscaping, and Lighting on Broadway Street in the City of Homewood, Jefferson County for the Department of Transportation, Third Division.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety
- Temporary Traffic Control Certification
- OSHA-10
- Earthwork Certification



Richard Zimmerman

Level II Inspector

Assignment:	Level II Inspector
Firm:	Thompson Engineering
Years Experience:	With This Firm: 1
Education:	BS/Civil Engineering University of South Alabama

Experience and Qualifications

Mr. Zimmerman is a Level II Inspector responsible for ensuring compliance with plans and specifications of in-progress work by contractors. He has experience performing as a field supervisor where he monitored contractors during demolition and construction; provided inspection services and performed quality assurance verifying work is being performed in compliance with project specifications; updated drawings to show modifications; prepared safety audits; and performed construction materials testing in the field.

Project Experience

Escambia County, ST-027-041-001- Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydro demolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) - Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Served as an Inspector of this $7,000,000 Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Professional Certifications

- QCI
- ACI Level 1
- ALDOT Concrete Technician
- ALDOT Roadway Technician
- ALDOT Radiation Safety

Morgan Johnson

CEI Level I Inspector

Assignment: Level I Inspector

Firm: Thompson Engineering

Years' Experience: With This Firm: 4

Experience and Qualifications

Office Manager/ Level II Inspector–
Mrs. Johnson regulates duties and checks for compliance and documentation of all work items performed by the contractor. Solves problems in the absence of the project manager within my level of experience or brings to the project managers attention with possible corrections and solutions. Prepares reports and evaluations on the contractor and all work performed. Responsible for the documentation of all work items, correspondence, test reports, monthly estimates, and certifications. Checks and provides documentation for all required standard specifications and certifications for all Pay Items as required by the ALDOT Construction Manual. Responsible for the upkeep of a detailed filing system for multiple projects. Answers questions and complaints from the public and/or directed them to superiors, if necessary. Checks all field books, x-sections, drainage binders, and calculated and compiled quantities for final estimates to be turned in for project acceptance. Is involved with weekly project meetings to address any problems or potential problems to promote the progress of the project.

Project Experience

ALDOT/City of Mobile, Zeigler Blvd Widening from Schillinger to Cody – Serves as an Office Manager of this $ 7 million Widening Project. The project consists of Grade, Drain, Base and Pave for the widening of Ziegler Blvd.

Escambia County, ST-027-041-001-
Thompson Engineering is providing Project Management and CE&I services for the various bridge repairs and demolition of the current bridge. The repairs include deck joint replacement, hydrodemolition and concrete deck repair, application of polyester polymer concrete to multiple spans and new coating system. Cost is $ 5.3 million.

Conecuh County, RPF-BRF-IM-IO65 (416) -
Thompson Engineering is providing project management and CE&I services for the Grade, Drain, Base, Pave, Bridges on I-65 near Evergreen, AL. The project consists of bridge replacements, re-alignment of the interstate and ramps. Cost $ 21 million.

Conecuh County, IM-IO65 (489) resurfacing on I-65 - Thompson Engineering provided project management and CE&I services for the pavement maintenance. The work consisted of planning, paving and traffic stripe on 11.5 miles. Cost $ 2.3 million, Contract time 90 days.

Professional Certifications

- QCI

Attachment 3

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

October 19, 2022

Suzanne Holston
Thompson Engineering, Inc. and Watermark Design Group, LLC
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

Subject: 2021 CPA's Indirect Cost Rate Audit Workpaper Review
Report Number: C23-CPAWP-01

Dear Mrs. Holston,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Thompson Engineering, Inc. and Watermark Design Group, LLC for the fiscal year ended December 31, 2021 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Warren Averett, LLC, Certified Public Accountants. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Report, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2021.

Including Adjustment for PPP Loan Forgiveness

Home Office:	204.46%
Field Office:	148.67%
FCCM:	0.165%

Excluding Adjustment for PPP Loan Forgiveness

Home Office:	215.57%
Field Office:	166.03%
FCCM:	0.165%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this indirect cost rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highways Administration office.

Sincerely Yours,

Corey Smith AH

Corey Smith
Alabama Department of Transportation
Staff Accountant

thompson
ENGINEERING

December 13, 2022

Mr. Nick Amberger, P.E.
City Engineer
City of Mobile Engineering Department

RE: Thompson Engineering Voluntary Reduction of Overhead
McGregor Widening and Roundabout Installation

Mr. Amberger,
Per recent conversations with your staff, I am providing written confirmation of Thompson Engineering's decision to voluntarily bill the subject contract at the lesser of our field audited overhead rate, or 135% with all other contract terms remaining intact. I have addressed the matter with ALDOT External Audits, and there is not an issue on their behalf. Should you need more information please feel free to call me at 251-327-7122.

With kindest regards,

Jay Davison, P.E.
Alabama CEI Manager

Cc: Mr. Guy O'Connor, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC COMPANY

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

May 18, 2021

Lucius A. Williams III
Corporate Environmental Risk Management, LLC
1990 Lakeside Parkway, Suite 300
Tucker, Georgia 30084

RE: Approved indirect cost and FCCM rates for the fiscal year ended December 31, 2019

Dear Mr. Williams,

The External Audit Section of the Bureau of Finance and Audit has evaluated the information that you provided to support your indirect cost and FCCM rates.

Our evaluation of the schedule revealed no exceptions.

The following rates have been approved for the fiscal year ended December 31, 2019. The rates are valid until six months after the next fiscal year end.

Description	Rate
Home Office Indirect Cost Rate	226.23%
Field Office Indirect Cost Rate	117.63%
Home Office FCCM Rate	0.84%
Field Office FCCM Rate	0.35%

These rates are good for use on Alabama Department of Transportation (ALDOT) agreements. Other governmental agencies, federal, state and local are encouraged to use the above rates.

This approval letter was prepared and intended for ALDOT's use. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please contact me via email at hetzela@dot.state.al.us.

Sincerely,

Alex Hetzel
ALDOT External Audit Supervisor

ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311

Kay Ivey
Governor

John R. Cooper
Transportation Director

June 21, 2022

Milton Detty
Michael Baker International, LLC
10611 Balls Ford Road, Suite 140
Manassas, VA 20109

RE: Approved Indirect Cost Rates for Fiscal Year Ended December 31, 2021

Dear Mr. Detty:

The External Audit Section of the Bureau of Finance and Audit has evaluated the information that you provided to support your indirect cost rates.

Our evaluation of the schedule revealed no exceptions.

The following rates have been approved for the fiscal year ended December 31, 2021.

Description	Rate
Indirect Cost Rate-Home	152.354%
Indirect Cost Rate-Field	121.408%

These rates are good for use on Alabama Department of Transportation (ALDOT) agreements. Other government agencies, federal, state and local are encouraged to use the above rates.

This approval letter was prepared and intended for ALDOT's use. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

If you have any questions, please contact me via email or call (334) 213-1276.

Sincerely,

Dedrick McDade
ALDOT External Auditor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2023

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

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

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 731775528 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			C1D697230701	1/1/2023	2/1/2024	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT 2013-202-07
ALDOT PROJECT NUMBER STPMB-7508 (600)
MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET
AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

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
Tony R. Lacy

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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. 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.

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2023

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

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

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Engineering 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN 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 X Contractual Liab. X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	GLO 3534778	1/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 3534777	1/1/2023	2/1/2024	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

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

RE: PROJECT 2013-202-07 | ALDOT PROJECT NUMBER STPMB-7508 (600)

MCGREGOR AVENUE WIDENING FROM AIRPORT BOULEVARD TO DAUPHIN STREET AND INSTALLATION OF A ROUNDABOUT AT DAUPHIN STREET

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David J Durden

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide a 3-year service contract for chiller service and maintenance at various City of Mobile locations

Amount of Contract:

$207,000.00 first year

Funding Source

Project # various City of Mobile locations - 3-year service contract for chiller service & maint FM-190-22	**Discretionary Funds**
Project String 10043035-42150 (Facilities Maintenance-Maintenance & Repair operational fund)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FM-190-22 various City of Mobile locations - 3-year service contract for chiller service and maintenance	Cover Memo	1/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/25/2023 - 2:18 PM
Budget	Holt, Robert	Approved	1/26/2023 - 8:02 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:19

			PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:20 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:09 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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:	ENGINEERED COOLING SERVICES, LLC
Project Name:	CHILLER SERVICE AND MAINTENANCE @ VARIOUS CITY OF MOBILE LOCATIONS (3 -YEAR SERVICE CONTRACT)
Project Number:	FM-190-22
Amount:	$639,815.00 TOTAL CONTRACT SUM: $207,000.00 FIRST YEAR $213,210.00 SECOND YEAR $219,605.00 THIRD YEAR

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 Service Contractor: Engineered Cooling Services, LLC
2801 N. Davis Highway
Pensacola, Florida 23503

City of Mobile Business License No.: 80943

Secretary of State Registration No.: 000-934-934

PROJECT NAME: SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NUMBER: FM-190-22

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall commence on the date of a written Notice to Proceed issued by the Owner. The Initial Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed. The City shall have the right to extend the contract for two (2) additional terms of one (1) year each by notifying the Service Contractor not less than sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

First Year (Initial Term):
Two Hundred Seven Thousand (In Words) and 00/100 Dollars ($207,000 (In Figures) .00).

Second Year (First Additional Term):
Two Hundred Thirteen Thousand Two Hundred Ten (In Words) and 00/100 Dollars $213,210 (In Figures) .00).

Third Year (First Additional Term):
Twon Hundred Nineteen Thousand Six Hundred Five (In Words) and 00/100 Dollars $219,605 (In Figures) .00).

Total Contract Sum:
Six Hundred Thirty-Nine Thousand Eight Hundred Fifteen (In Words) and 00/100 Dollars $639,815 (In Figures) .00).

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

3.3 **Hourly Rates**
For work performed outside the basic scope of services (Base Bid), the following rates shall apply:

A. Regular time (7:00 a.m. to 5:00 p.m., Monday through Friday):
Rate $115.00 per hour.
B. Overtime (5:00 p.m. to 7:00 a.m., Monday through Friday and weekend):
Rate $172.50 per hour.
C. Overtime (Bidders Standard Company Holiday):
Rate $230.00 per hour.

Hourly rates listed above include all labor and travel costs and all costs for tools, equipment, minor parts and materials, and other incidentals necessary for complete services.

3.4 **Schedule of Values**	1st year	2nd year	3rd year	Total
Convention Center 1 South Water Street	$42,750.00	$44,032.50	$45,352.16	$132,134.66
Gulf Coast Exploreum 65 Government Street	$22,500.00	$23,175.00	$28,870.25	$69,545.25
GulfQuest Maritime Museum 155 South Water Street	$24,975.00	$25,724.25	$26,495.98	$77,195.23
James Seals Jr. Community Center 504 Texas Street	$3,600.00	$3,708.00	$3,819.24	$11,127.24
Main Ben May Library 701 Government Street	$6,975.00	$7,184.25	$7,399.78	$21,559.03
Mobile Civic Center 401 Civic Center Drive	$48,600.00	$50,058.00	$51,559.74	$150,217.74
Mobile Museum of Art 4850 Museum Drive	$18,000.00	$18,540.00	$19,096.20	$55,636.20
Moorer Branch Library 4 South McGregor Avenue	$1,800.00	$1,854.00	$1,909.62	$5,563.62
Museum of Mobile 111 South Royal Street	$9,000.00	$9,270.00	$9,548.10	$27,818.10
Public Safety Complex 8080 Airport Boulevard	$4,500.00	$4,635.00	$4,774.05	$13,909.05
Saenger Theater 6 South Joachim Street	$11,250.00	$11,587.50	$11,935.13	$34,772.63
Trinity Gardens Dotch Community Center 3100 Bank Avenue	$3,150.00	$3,244.50	$3,341.84	$9,736.34
West Regional Library 5555 Grelot Road	$9,900.00	$10,197.00	$10,502.91	$30,599.91
TOTAL	$207,000.00 **1st year**	$213,210.00 **2nd year**	$219,605.00 **3rd year**	$639,815.00 **3 years**

ARTICLE 4. Payments:

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

A. Payments shall be made five times yearly for completed work as specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following scheduled contracted services. Invoices shall list all facilities serviced during the specified period and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

D. Service reports shall be submitted to the Service Contract Administrator for review and approval along with requests for payment. Service reports shall be legible and shall clearly identify the facility inspected along with actions taken or recommendations made. The reports shall include the date of service along with the names of the Service Contractor's technician, status of chiller, a list of any deficiencies found and corrective action taken. Upon completion of the service, the work shall be reviewed and approved as evidenced by the signature in the field, by the Service Contract Administrator or other authorized City maintenance personnel.

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 September 16, 2022	9 pages
2. Bid Form, dated September 16, 2022	5 pages
3. Specifications, dated September 16, 2022	
Scope of Work	7 pages
Exhibit A – Chiller type and location	2 pages
Exhibit B – Chiller inspection checklist routine operation inspections	2 pages
Exhibit C – Chiller inspection checklist major shutdown inspection	2 pages
Exhibit D – Pre-Existing Conditions Inspection -Exemptions	1 page
4. This Instrument (Agreement)	8 pages
5 Certificates of Insurance with endorsements and E-Verify Documentation	5 pages

ARTICLE 7. Insurance:
7.1 Required coverage:

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

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

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

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

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

C. Excess/Umbrella Liability insurance

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

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

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

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of

subrogation in favor of City of Mobile.

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

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

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

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

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

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

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

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

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

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

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

8.10 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.

ARTICLE 9. Signature:

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

OWNER: City of Mobile

_____

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Engineered Cooling Services, LLC

Signature

Dean Mandaleris- Chief Financial 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 Dean Mandaleris **as** CFO **of** Engineered Cooling **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** Contractor **.**
Sworn to and subscribed for me this 23rd **day of** January **2023.**

Maresa O. Clopton

NOTARY PUBLIC
My Commission Expires:

MARESA O. CLOPTON
MY COMMISSION EXPIRES
AUGUST 2, 2024
#HH 026450
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

SCOPE OF WORK
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22

1. GENERAL REQUIREMENTS:

1.1. Description of Scope of Work

1.1.1. The "Work" of this Contract includes, but is not limited to the following: The furnishing of all labor, materials, tools and equipment including all necessary parts, supplies and refrigerant, as set forth herein to maintain the chillers of the specified facilities in good and proper operating conditions at all times. A list of the facilities and their location along with the type of chiller to be serviced is attached as Exhibit A.

1.1.2. The Base Bid shall be for work as specified herein, except as specifically excluded. The Service Contractor shall execute the work in accordance with the true intent of the Contract Documents, which is to effectively complete a first- class job without additional cost to the City, whether or not each and every item is specifically mentioned.

1.2. Coordination

1.2.1 Coordinate all work with the City of Mobile, Facility Maintenance Department, Service Contract Administrator or other Facility Maintenance authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of service shall be given.

1.2.2 All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public where chillers are located.

1.2.3 Prior to each scheduled service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.

1.2.4 The Service Contract Administrator or his designated representative shall be present during all inspections and service.

1.3. Quality Assurance

1.3.1. For all work performed under this Section, use only factory trained mechanics/service technicians with adequate supervision who are thoroughly trained and experienced in maintaining the type of equipment listed in Exhibit A.

1.3.2 Use products produced by manufacturers regularly engaged in the

business of manufacturing, installing, and servicing chillers and equipment, listed in this Section of these specifications, and with a history of successful production acceptable to the Service Contract Administrator.

1.3.3. Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties), staffed by a technician or technicians with the ability to respond to an emergency call within four (4) hours notice from the Service Contract Administrator.

1.3.4. Service Contractor shall have at least 3 years experience in maintaining the type of equipment listed.

1.4. Submittals

1.4.1. Bid Submittals: In addition to other bidding requirements, submit name of independent firm performing Eddy Current and other required testing along with required ASNT certifications, as specified.

1.4.2. Service Reports:
A. A detailed report of all inspection; testing and maintenance activities performed along with findings and follow-up actions shall be provided for each scheduled inspection and all follow-up visits. Reports shall clearly identify all deficiencies found during the inspection/testing and actions taken to cure each deficiency.

1.5. Scheduling:

1.5.1. Regular hours of operation for most of the locations listed are from 8:00 a.m. until 5:00 p.m., Monday through Friday. If access is needed at other times, the Contractor may arrange a time agreeable with the Service Contract Administrator.

1.6. Work Days and Holidays

All services regular inspections, diagnostics and maintenance services shall be performed during regular business hours, 8 a.m. to 5 p.m., Monday through Friday. The following is a list of the City of Mobile holidays for the fiscal year.

Veterans Day	Mardi Gras
Thanksgiving	Memorial Day
Christmas	Independence Day
New Year's	Juneteenth
Dr. Martin Luther King, Jr's, Birthday	Labor Day

1.7. Initial Chiller Inspection and Diagnostics -Pre-Existing Conditions

1.7.1 Service Contractor will have thirty (30) days from date of written Notice to Proceed to perform initial inspections and predictive diagnostics on the existing chillers to determine preexisting conditions (if any) that would affect full maintenance coverage under the Contract. Upon completion of the initial inspection and diagnostics, a complete list of chillers with pre-existing conditions, with all deficiencies clearly noted, shall be presented to the City for review and verification. The City will then have the option to; a) accept the list of pre-existing conditions and make the necessary repairs with the City's own forces or by separate repair contract whereby Service Contractor accepts full responsibility for chiller service and maintenance, b) accept the list of pre-existing conditions with exclusions noted, whereby Service Contractor is not responsible for chiller service and maintenance on the items listed, or c) cancel the Contract under the terms of the Agreement, reimbursing the Service Contractor only for the actual cost of the initial inspections and predictive diagnostics.

1.8. Scheduled Inspection and Diagnostics

1.8.1 Service Contractor shall perform a minimum of five (5) inspections (with diagnostics as required) per year. Four (4) regular inspections, one each in **February, May, August and October,** and one (1) annual shut down in **December** of each year, in accordance with Service and Maintenance Requirements specified herein.

1.8.2. Vibration Analysis: In addition to the regular Service and Maintenance requirements, a standard Vibration Analysis shall be performed on each centrifugal chiller semi-annually during the regular **February** and **October** service visits.

A. The vibration analysis must be performed by an independent agency certified to perform vibration analysis. The vibration analysis report on centrifugal chillers will compare actual readings to most currently published ASHRAE recommendations and be based on:

1. Amplitude-measure of severity in terms of inches per second of velocity (IPS) or Gravity of acceleration.
2. Modulations-shown as a group of spikes around a specific frequency.
3. Harmonic Content-vibrations occurring at 2X, 3X, etc. The frequency of interest.

1.8.3. Oil Analysis: In addition to the regular Service and Maintenance requirements, a standard Oil Analysis shall be performed on each chiller semi- annually during the regular **February and October** service visits.

1.8.4. Eddy Current Analysis: There shall be an eddy current Analysis performed on each chiller one (1) time during the 3 year term of this contract. This analysis & subsequent report shall be performed during the first scheduled inspection.

A. Eddy current analysis shall be performed by an independent agency specializing in the service of eddy current testing of chiller tubing. Testing personnel shall be certified as Level II or Level III in Eddy current testing as outlined in the

American Society for Non-destructive Testing (ASNT), Recommended Practices, SNT-TC-1A, latest edition. They shall have a minimum of 1500 hours documented experience in conducting eddy current examinations of installed chiller (air conditioning) tubing including finned, skip fin, and surface tubing of various alloys such as CU, CuNi, and Admiralty Brass. The required 1500 hours of testing shall be obtained under the direct supervision of an ASNT certified Level III examiner. One of the test personnel or their immediate supervisor shall be ASNT certified as Level II in Eddy current testing. A copy of the National Level III ASNT certification shall be submitted with the bid. The ANST certification is required in addition to the inspecting company's Level III certification as outlined in the aforementioned SNTTC-1A. Additionally, a copy of the testing agency's "Written Practice" shall be submitted with the bid.

1.8.5. No inspection or work shall be performed without a City representative present.

1.8.6. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

1.9 Service and Maintenance Requirements

1.9.1. General:

A. Sample Inspection Forms: Refer to Exhibit B, Chiller Inspection Checklist, Routine Operational Inspections, and Exhibit C, Chiller Inspection Checklist, Major Shutdown Inspection, for required format.
B. Refer to manufacturer's maintenance procedures prior to performing work of this section.

1.9.2. Scheduled Inspections: Service Contractor shall provide qualified service technician(s), all tools and diagnostic equipment, and independent testing agencies as required to perform scheduled inspections. Service Contractor's responsibilities include, but shall not be limited to:

A. Four (4) Routine Operational Inspections each year (February, May, August, and October); perform the following:
   1. Report to Customer upon arrival.
   2. Check General machine operation.
   3. Check control, power and piping.
   4. Check Safety Operating Controls.
   5. Check refrigerant charge.
   6. Check starter wiring and contacts.
   7. Check gauges/indicator lights.
   8. Check water flow.
   9. Log CHW/Brine in temperature.
   10. Log CHW/Brine out temperature.
   11. Log CHW/Brine flow Delta P.
   12. Log CHW/Brine Pump Delta P.
   13. Log cooler refrigerant temperature.

14. Log cooler refrigerant pressure.
15. Log cooler LTD.
16. Log condenser water temp-in.
17. Log condenser water temp-out.
18. Log condenser water pump Delta P.
19. Log condenser water pump Delta P.
20. Log condenser refrigerant temperature.
21. Log condenser refrigerant pressure.
22. Log condenser LTD.
23. Log oil level and color.
24. Log oil pump current.
25. Log oil supply pressure.
26. Log oil pump temperature.
27. Check approaches through calculation.
28. Check for leaks.
29. Lubricate as needed.
30. Make equipment adjustments as required.
31. Make operation/control adjustments air.
32. Clean up work area.
33. Report to customer - advise & obtain signature.
34. Vibration Analysis during February & October.
35. Oil Analysis during February & October.

B. One (1) Annual Major Shutdown Inspection per year (December); perform the following:

1. Report to customer upon arrival.
2. Lubricate equipment as needed.
3. Leak test entire unit.
4. Calibrate operating controls.
5. Check gauges/indicator lights.
6. Inspect contractors.
7. Tighten electrical connections.
8. Check starter wiring and controls.
9. Calibrate motor amps & volts.
10. Record/verify configurations.
11. Record software versions.
12. Calibrate controls and voltage.
13. Calibrate flow switches/devices.
14. Review and evaluate log readings.
15. Replace oil filter.
16. Calibrate control.
17. Replace oil reclaim filter/strainer.
18. Replace drier core.
19. Lubricate equipment as required.
20. Brush condenser tubes.
21. Check VFD.

22. Remove oil samples for analysis.
23. Change purge filters, clean and check purge.
24. Clean up work area.
25. Report to customer - advise and obtain signature.

C. One (1) Eddy Current analysis during the 3-year term of this contract.

1.9.3. Maintenance Requirements: Service Contractor shall provide qualified service technician(s), and all tools, diagnostic equipment, replacement parts, refrigerant, and other materials as required to maintain chillers in good and operating condition for the term of the Contract. Service Contractor's responsibilities include, but shall not be limited to:

A. Repairs and Replacement Parts:
1. Repairs all deficient conditions discovered as a result of scheduled inspections or required due to unexpected failure of equipment.
2. Furnish and install new replacement parts including motor controllers, motor starters, motor rotors, controls, oil, oil filters, oil pumps, refrigerant, bearings, gaskets, insulation required to be removed for access to parts or equipment, and other components as required for repairs.
3. Repair and replacement of parts shall include both condenser and evaporator tubes on both the refrigerant and water side.

1.10 Work Not Covered Under Contract

1.10.1. Service Contractor shall advise, immediately upon discovery, of necessary repairs and/or replacement of parts not covered under this Contract. The Owner shall, at his option, 1) direct the Service Contractor to make the repairs, 2) complete the work with owner's in-house forces or, 3) contract for the work under a separate repair contract.

1.10.2. Additional work by Service Contractor:

A. Additional work by Service Contractor shall be performed only as directed in writing by Service Contract Administrator.
B. All additional work by Service Contractor shall be based on hourly rates set forth in the Agreement and Service Contractor's cost-plus reasonable mark-up for parts. Additional mileage or trip charges shall not be allowed. Cost of service or repairs shall be for one mechanic/technician only. If an additional worker or workers are required to complete the repairs, Service Contractor shall provide justification to Service Contract Administrator prior to starting work. Work shall proceed only after Owner's authorization.

1.11 Service Reports

1.11.1. At the completion of each scheduled inspection/maintenance visit or any follow-up or emergency visit, the Service Contractor shall complete a service report

indicating the facility name and chiller number/manufacturer, the time and date of service, name of technician/mechanic performing the service, all items inspected, and services performed, and items requiring a follow up inspection or repair. A list of the specific equipment repaired, parts replaced, and amount of refrigerant added shall also be included in these reports.

1.11.2. Service reports shall also be provided for the following:

A. A report shall be provided each year reporting the annual refrigerant usage for each chiller.

B. A report shall be provided for each diagnostic service performed, i.e., vibration analysis, Eddy current testing, oil analysis, etc.

1.11.3. All inspection and service reports shall be signed by the Service Contract Administrator or an authorized representative of the City Mechanical Department.

1.11.4. Three (3) copies of each report shall be furnished to the Service Contract Administrator after completion of the service call. All invoices for payment shall also include a copy of all Service Reports covered under that invoice.

1.12 Miscellaneous

1.12.1. All inquiries should be directed to:

Cliff Thomas
City of Mobile
850 Owens Street
Mobile, AL 36604
251.709.0390

END OF SECTION

EXHIBIT A
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER TYPE AND LOCATION

1. Convention Center – 1 South Water Street
   a. York – Centrifugal - Model # YT – Serial # YLYM787119
   b. York- Centrifugal – Model # YT – Serial # YLYM787120
   c. Trane- Water Cooled – Model RTHD – Serial # U18C00312

2. Gulf Coast Exploreum – 65 Government Street
   a. Trane- Centrifugal – Model # CVHE050 – Serial # L97D2904

3. Gulf Quest Maritime Museum- 155 S. Water St.
   a. York – Air Cooled Screw- Model # YCIV0187 – Serial # 2AYM014748
   b. York- Air Cooled Screw- Model # YCIV0187 – Serial # 2AYM014747
   c. York- Air Cooled Screw – Model # YCIV0187 – Serial # 2AYM014749

4. James Seals Jr. Community Center – 504 Texas Street
   a. Carrier – Air Cooled Scroll- Model # 30RAP080- Serial # 4919Q90202

5. Main Ben May Library – 701 Government Street
   a. Trane- Air Cooled Screw – Model # RTAC1554 – Serial # U07A01506

6. Mobile Civic Center – 401 Civic Center Drive
   a. Trane – Centrifugal- Model # CVHE500 – Serial # L97F04522
   b. Trane – Water Cooled Screw – Model # RTHB180- Serial # U97G03229
   c. Carrier- Centrifugal- Model # 19XR-424- Serial # 3821Q28736

7. Mobile Museum of Art – 4850 Museum Drive
   a. Carrier – Water Cooled Screw- Model # 23XLL111EC40 -Serial # 2101Q65631
   b. Carrier – Water Cooled Screw -Model #30HXC206PY671AA1- Serial # 3822Q27839

8. Moore Branch Library – 4 McGregor Avenue
   a. Trane – Air Cooled Scroll- Model # CGAM040A- Serial # U13J38690

9. Museum of Mobile- 111 South Royal Street
   a. Trane- Air Cooled Screw- Model # RTAA100 – Serial # U99H01277
   b. Trane -Air Cooled Screw- Model # RTAA100- Serial # U00M05891

10. Public Safety Complex – 8080 Airport Boulevard
    a. York – Air Cooled Screw- Model # YLAA0090- Serial # 2MVM004656

11. Saenger Theater – 6 Joachim Street
    a. Trane – Air Cooled Screw- Model # ACRB250 – Serial # U21D00351

12. Trinity Gardens Dotch Community Center – 3100 Bank Avenue
    a. Trane – Air Cooled Screw- Model # RTAAA070A – Serial # U07E04000

13. West Regional Library – 5555 Grelot Road
    a. Trane – Air Cooled Screw- Model # RTAA110 – Serial # U01K02001
    b. Trane – Air Cooled Screw- Model # RTAA110 – Serial # U01J02000

END OF SECTION

EXHIBIT B
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST ROUTINE OPERATIONAL INSPECTIONS

LOCATION_____ MACHINE MODEL_____

INSPECTION NO._____ SERIAL NO._____
(4 Required)

ROUTINE OPERATIONAL INSPECTION

	NORMAL	ABNORMAL	REFERENCE
I. Review Operation Log			
II. Check, test, and make proper and necessary adjustments on the following:			
1. Report to Customer upon arrival			
2. Check General machine operation			
3. Check control, power and piping			
4. Check Safety Operating control			
5. Check Refrigerant Charge			
6. Check starter wiring and contacts			
7. Check gauges/indicator lights			
8. Check water flow.			
9. Log CHW/Brine in temperature			
10. Log CHW/Brine out temperature			
11. Log CHW/Brine flow Delta P			
12. Log CHW/Brine Pump Delta P			
13. Log cooler refrigerant temperature			
14. Log cooler refrigerant pressure			
15. Log cooler LTD			
16. Log condense water temp-in			
17. Log condense water temp-out			
18. Log condense water pump Delta P			
19. Log condenser water pump Delta P			
20. Log condenser refrigerant temperature			
21. Log condenser refrigerant pressure			
22. Log condenser LTD			
23. Log oil level and color			
24. Log oil pump current			
25. Log oil supply pressure			
26. Log oil pump temperature			
27. Check approaches through calculation			

EXHIBIT B

SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST ROUTINE OPERATIONAL INSPECTIONS

	NORMAL	ABNORMAL	REFERENCE
28. Check for leaks			
29. Lubricate as needed			
30. Make equipment adjustments as required			
31. Make operation/control adjustments air			
32, Clean up work station			
33. Report to customer advise & obtain signature			
34. Vibration Analysis during May & October Inspections			
35. Oil Analysis during May & October			

END OF SECTION

EXHIBIT C
SERVICE CONTRACT – CHILLER SERVICE AND MAINTENANCE
FM-190-22
CHILLER INSPECTION CHECK LIST MAJOR SHUTDOWN INSPECTION

LOCATION_____ MACHINE MODEL_____

INSPECTION NO._____ SERIAL NO. _____
(One Required)

ROUTINE OPERATIONAL INSPECTION

	NORMAL	ABNORMAL	REFERENCE
I. Review Operation Log			
II. Check, test, and make proper and			
1. Report to Customer upon arrival			
2. Lubricate equipment upon arrival			
3. Leak test entire unit			
4. Calibrate operating controls			
5. Check gauges/indicator lights			
6. Inspect contractors			
7. Tighten electrical connections			
8. Check starter wiring and controls			
9. Calibrate motor amps & volts			
10. Record/verify configurations			
11. Record software versions			
12. Calibrate controls and voltage			
13. Calibrate flow switches/devices			
14. Review and evaluate log readings			
15. Replace oil filters			
16. Calibrate control			
17. Replace oil reclaim filter/strainer			
18. Replace drier core			
19. Lubricate equipment as required			
20. Brush condenser tubes			
21. Check VFD			
22. Remove oil samples for analysis			
23. Change purge filters, clean and check purge.			
24. Vibration analysis report			
25. Clean up work station			
26. Report to customer on departure, advise			

END OF SECTION

EXHIBIT D
PRE-EXISTING CONDITIONS INSPECTION-EXEMPTIONS

1.Contractor will not be responsible for any Chiller Condenser Coil repairs at the West Regional Library on equipment outlined in Exhibit A.

2.Contractor will not be responsible for refrigerant replacement resulting from issues arising from the current condition of the Chiller Condenser Coils at the West Regional Library.

3.Contractor will only be responsible for the conducting Sections 1.8 (Scheduled Inspection and Diagnostics and 1.9 (Service and Maintenance Requirements) of the Scope of Work outlined in Exhibit A. ECS will not be responsible for the following on the Equipment outline in Exhibit A at the Mobile Museum of Art:

a.Repairs all deficient conditions discovered as a result of scheduled inspections or required due to unexpected failure of equipment.

b.Furnish and install new replacement parts including motor controllers, motor starters, motor rotors, controls, oil, oil filters, oil pumps, refrigerant, bearings, gaskets, insulation required to be removed for access to parts or equipment, and other components as required for repairs.

c.Repair and replacement of parts shall include both condenser and evaporator tubes on both the refrigerant and water side.

4.In addition, the following repairs and replacement parts will be excluded from the contract:

CONVENTION CENTER						
	YORK	CENTRIFUGAL	YT	YLYM787119	11	Shaft seal leaking, Leak check machine, drive trips, need motor pulled and repaired. (does not run)
	YORK	CENTRIFUGAL	YT	YLYM787120	11	CM2 Board needs to be replaced.
	TRANE	WATER COOLED SCREW	RTHD	U18C00312	134A	Bad entering chilled water temp sensor.
EXPLOREUM						
	TRANE	CENTRIFUGAL	CVHE050	L97D02904	123	High purge count, chiller needs to be leak checked.
GULF QUEST						
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014748	134A	Chiller needs (2) condenser coils replaced.
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014747	134A	Needs differential flow switch replaced.
	YORK	AIR COOLED SCREW	YCIV0187	2AYM014749	134A	CKT#2 low on refrigerant, needs new condenser coil due to leaks.
JAMES SEALS JR						
	CARRIER	AIR COOLED SCROLL	30RAP080	4919Q90202	410A	No Issues
MAIN LIBRARY						
	TRANE	AIR COOLED SCREW	RTAC1554	U07A01506	134A	CKT#1 low on refrigerant, needs to be leak checkedneeds new shorting contactors for both circuits.
CIVIC CENTER						
	TRANE	CENTRIFUGAL	CVHE500	L97F04522	123	High purge count, chiller needs to be leak checked.
	TRANE	WATER COOLED SCREW	RTHB180	U97G03229	R-22	No Issues
	CARRIER	CENTRIFUGAL	19XR-424	3821Q28736	134A	No Issues
MUSEUM OF ART						
	CARRIER	WATER COOLED SCREW	23XL111EC40	2101Q65630	R-22	Oil leak on seperator
	CARRIER	WATER COOLED SCREW	23XL111EC40	2101Q65631	R-22	Will not run, being replaced
MOORE LIBRARY						
	TRANE	AIR COOLED SCROLL	CGAM040A	U13J38690	410A	CKT#1 and CKT#2 leaking discharge service valve, leak check, add refrigerant
MUSEUM OF MOBILE						
	TRANE	AIR COOLED SCREW	RTAA100	U99H01277	R-22	Bad Condenser coils, all coils need to be replaced
	TRANE	AIR COOLED SCREW	RTAA100	U00M05891	R-22	Needs new control panel, bad condenser coils, all coils need to be replaced
PUBLIC SAFETY						
	YORK	AIR COOLED SCROLL	YLAA0090	2MVM004656	R-22	Needs (1) Condenser fan motor (1) blade on CKT#2, top plate (motor supports) needs to be replaced
SANGER THEATER						
	TRANE	AIR COOLED SCREW	ACRB250	U21D00351	134A	No Issues
DOTCH CC						
	TRANE	AIR COOLED SCREW	RTAA070A	U07E04000	R-22	No Issues
WEST REGIONAL LIBRARY						
	TRANE	AIR COOLED SCREW	RTAA110	U01K02001	R-22	Needs all condenser coils replaced, need 4b4 fan motor and blade, leak on oil fitting, ckt#1 low on freon
	TRANE	AIR COOLED SCREW	RTAA110	U01J02000	R-22	Needs all condenser coils replaced, needs 4b4 and 3b2 fan motor and blades, needs new flow switches





City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# FM-190-22 Current Date 9 /16 /22

Project Description Chiller Service and Maintenance

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 current Chiller Service and Maintenance was terminated by the Contractor effective 10/22/22.

There are a limited number of Corporations who can provide the experienced workforce to perform the duties outlined in the RFQ.

Architectural and Engineering
Requested By (Department Director)

Gregg Blaize — Capital Improvement Project Manager — 9/16/22
(Signature) (Title) (Date)

251-490-5534
Telephone Number

gregg.blaize@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Marissa Todd — Supplier Diversity Mgr. — 9/22/2022
(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

ECS Cooling, LLC	
Entity ID Number	000 - 934 - 934
Legal Name in Place of Origin	Engineered Cooling Services, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Principal Mailing Address	2801 N DAVIS HWY PENSACOLA, FL 23503
Status	Exists
Place of Formation	Delaware
Formation Date	08/04/2006
Qualify Date	11/20/2006
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	

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	2006 2007

Transactions

Transaction Date	03/27/2007
Registered Agent Changed From	SANDERS, JUDSON 1770 OLD SHELL RD MOBILE, AL 36606
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	12/31/2019
Fictitious Name Changed From	ECS Cooling, Inc.
Transaction Date	12/31/2019
Legal Name Changed From	Engineered Cooling Services, Inc.

ECS Cooling, LLC	
Transaction Date Miscellaneous Filing Entry	12/31/2019 CONVERSION FROM F/C FILED
Transaction Date Principal Office Changed From	12/31/2019 2442 EXECUTIVE PLZ PENSACOLA, FL 32504
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/20/2006 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/27/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/31/2019 Conversion 3 pgs.

Browse Results New Search

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Engineered Cooling Services LLC

Company ID
517655

Employer ID Number
870769487

DUNS Number
103404286

NAICS Code
811

Subsector
Repair and Maintenance

Doing Business As (DBA)

Enrollment Date
03/08/2012

Unique Entity Identifier (UEI)
G1L3VG6YNAY1

Total Number of Employees
100 to 499

Sector
Other Services (Except Public Administration)

Edit Company Information

Employer Category

Employer Category
Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Locations

Physical Address
2801 North Davis Hwy
Pensacola, FL 32503

Mailing Address
Same as Physical Address

Edit Company Locations

Hiring Sites

Number of Sites
7

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY) 1/5/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1304803 ENGINEERED COOLING SERVICES, LLC 2801 N. DAVIS HIGHWAY PENSACOLA FL 32503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Greenwich Insurance Company — 22322 INSURER B : The Cincinnati Insurance Company — 10677 INSURER C : XL Insurance America, Inc. — 24554 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19209738 **REVISION NUMBER:** XXXXXXX

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:	Y	Y	RGD300147503	4/1/2022	4/1/2023	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 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	RAD943796403	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ $0	Y	Y	EXS0572000..	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C C	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	Y	RWD3001476-03.. STOP GAP: ND, OH, WA, WY	4/1/2022	4/1/2023	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
PROJECT NAME: CITY OF MOBILE CHILLER SERVICE AND MAINTENANCE; PROJECT NUMBER: FM-190-22; ***SEE ATTACHED***

CERTIFICATE HOLDER

19209738
CITY OF MOBILE, ALABAMA
BUILDING SERVICES DEPARTMENT
P.O. 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

Joseph M Agnello

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CITY OF MOBILE, ALABAMA IS ADDITIONAL INSURED ON GENERAL, AUTO AND UMBRELLA LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL, AUTO AND UMBRELLA LIABILITY AND WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER. FOR NON-PAYMENT OF PREMIUM, INSURER(S) WILL SEND 10 DAYS NOTICE OF CANCELLATION TO CERTIFICATE HOLDER.

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 Facility Maintenance Department, Director.

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 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.

G. 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.

H. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

I. 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.

J. 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.

K. 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.

L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

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. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made 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 Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

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

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
4) Claims for damages insured by usual personal injury liability coverage;
5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7) Claims for bodily injury or property damage arising out of completed operations; and
8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - 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 employee's 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. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the

Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
Nick Amberger, PE, Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:
To approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:
$24,858.00

Funding Source

Project # C0802 **Discretionary Funds**

Project String 2000.2000.48030 **Contract Number:**4293

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/26/2023 - 1:47 PM
Capital	Rhodes, Brenda	Approved	1/26/2023 - 4:03 PM
Legal	Kern, Chris	Approved	2/2/2023 - 11:14 AM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308; COM Project# 2023-3005-06

PROJECT #: C0802 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: $24,858.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

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___ N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/26/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308 /COM Project#2023-3005-06

Estimated Cost: $24,858.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____ _____, 2023, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "COUNCIL", and **Geotechnical Engineering Testing, Inc.,** hereinafter called the "LABORATORY", WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** – The engineering company, **(CERM, Inc.),** employed by the CITY to perform professional engineering services for the PROJECT.

(d) **COUNCIL** - Mobile City Council

(e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2022 PAYGO Resurfacing**
Commission District 3, MCR-2022-308

PROJECT No. – **2023-3005-06**

(f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.

(g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.

(h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Dorsey & Dorsey Engineering, Inc.)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.

(m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Sub-Grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. <u>SPECIAL BORINGS AND SOIL MECHANICS TEST:</u>

(a) BORINGS – Sixteen (16) total Borings of the existing roadway shall be made, locations of the boring will be as directed by the PROJECT ENGINEER. Payment for this item in excess of sixteen to be as shown on Exhibit "B" attached, where applicable. The borings will consist of coring the existing asphalt, the roadway base and a portion of the subsurface soils to properly evaluate the roadway buildup and to offer a geotechnical engineering recommendation for the design of the roadway section.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's

placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general one representative TEST shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all

incidentals necessary, a sum not to exceed **$24,858.00 (Twenty-Four Thousand Eight Hundred Fifty-Eight Dollars and Zero Cents)** as shown in Exhibit "A", to be paid as follows:

(a) Design Phase Services – A sum not to exceed **$7,858.00 (Seven Thousand Eight Hundred Fifty-Eight Dollars and Zero Cents)** upon completion by the Laboratory of all work required by the Project Engineer for completion of the plans and specifications for bidding purposes, payable upon submission of Project Engineer's certificate of completion.

(b) Construction Phase Services – A sum not to exceed **$13,500.00 (Thirteen Thousand Five Hundred Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

(c) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit "B" where applicable.

(d) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit "B" and shall not exceed **$3,500.00 (Three Thousand Five Hundred Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY 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.

30. E-VERIFY:

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.

31. ANTI-DISCRIMINATION:

LABORATORY 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(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 of Mobile.

(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 LABORATORY.

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 $1,000,00 0 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) 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).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) 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.

4) 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.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

The LABORATORY 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 LABORATORY or the LABORATORY'S agent, LABORATORY under

contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY 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.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____

Its Mayor

ATTEST:

_____

Its City Clerk

Geotechnical Engineering Testing, Inc.

By: _____

Printed Name: Curt Doyle

Its President

ATTEST:

By: _____

Printed Name: Clay B Doyle

Its Secretary

EXHIBIT 'A'

This contact shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2022 PAYGO Resurfacing – Commission District 3, MCR-2022-308

PROJECT No. – 2023-3005-06

Design Phase Services – Not to Exceed Amount - $7,858.00

Construction Phase Services – Not to Exceed Amount - $13,500.00

Additional Services – Not to Exceed Amount - $3,500.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

$ 24,858.00

Source of funding: C0802 (PAYGO MCR-2022-308)

EXHIBIT 'B':

FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST PAYMENT, AND SUMMARY OF HOURLY RATES

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$500.00
	b. Additional Mobilization – Outside 25 Miles		Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment		
	a. Local – Minimum Charge		$650.00
	b. Outside 25 Miles		Special Quote
3.	Mobilization of Barge & Core Boring Equipment		Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods		
	a. 0' – 50'		$16.50/LF
	b. 50' – 100'		$20.00/LF
	c. 100' – 150'		$26.00/LF
	d. 150' – 200'		$35.00/LF
	e. 200' +		Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger		
	0' - 50'		$20.00/LF
6.	1 In or 2 In. PVC Observation Well		
	a. Sealed		Special Quote
	b. Unsealed		$12.00/LF
7.	Boring Abandonment		
	a. Bentonite Chips		$7.50/LF
	b. Bentonite & Cement Slurry		$16.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF		
	a. 0' – 50'		$35.00/Ea
	b. 50' – 100'		$60.00/Ea
	c. 100' +		$90.00/Ea
9.	Rock Coring w/ Soil Boring Operations		$47.50/LF
		OR	$250.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)		
	a. 0' – 50'		$65.00/Ea
	b. 50' – 100'		$85.00/Ea
	c. 100' +		$130.00/Ea
	d. Shelby Tube Provided to Client		$30.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	$250.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	$550.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	$2.50/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	$150.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	$130.00/Hr
25.	Borings using Tripod Mounted Equipment	
	a. 3 – Man Crew and Equipment (Portal to Portal)	$250.00/Hr
	b. 4 – Man Crew and Equipment (Portal to Portal)	$300.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of $2250.00.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

LABORATORY SOIL MECHANICS TESTS

CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	$90.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	$135.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	$275.00/Ea
8.	Specific Gravity Test (ASTM D 854)	$125.00/Ea
9.	Organic Content (ASTM D 2974)	$100.00/Ea
10.	Topsoil Test (ALDOT Method)	$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	$100.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	$390.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	$260.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	$130.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	$1000.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	$1,425.00/Ea
17.	Moisture Content & Unit Weight	$55.00/Ea
18.	Direct Shear Test	
	a. Quick	$500.00/Ea
	b. Consolidated = Drained	$1600.00/Ea
19.	Remold Sample / Point	$30.00/Pt

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES **January 1, 2023**

CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)		
	a.	Set of One	$700.00/Ea
	b.	Set of Two	$900.00/Ea
	c.	Set of Three	$1100.00/Ea
	d.	Set of Four	$1300.00/Ea
	e.	Set of Six	$1700.00/Ea
	f.	Set of Eight	$2100.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)		
	a.	Set of One	$1100.00/Ea
	b.	Set of Two	$1300.00/Ea
	c.	Set of Three	$1500.00/Ea
	d.	Set of Four	$1700.00/Ea
	e.	Set of Six	$2100.00/Ea
	f.	Set of Eight	$2500.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
		Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)		
	a.	4" Mold (Method A or B)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
		Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b.	6" Mold (Method C)	
		Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
		Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density		
	a.	Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b.	(ALDOT 140)	$300.00/Ea
25.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt		$200.00/Pt
26.	Resilient Modulus, MR		$800.00/Ea

HYDRAULIC CONDUCTIVITY TESTS

27.	Hydraulic Conductivity Test – Flexible Wall Permeameter Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure Saturation and ASTM D 5084)	$400.00/Ea
28.	Hydraulic Conductivity Test with Rigid Wall Permeameter – Constant Falling Head (ASTM D 2424)	$250.00/Ea

CHEMICAL TESTS

29.	Soil or Water pH (ASTM D 4972 & 6 – 51)	$40.00/Ea
30.	Soil or Water Resistivity (ASTM G 57)	$100.00/Ea

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$58.00/Hr
	c. Technician Level III	$66.00/Hr
	d. Technician Level IV	$74.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$87.50/Hr
	g. Technician Supervisor	$100.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	$20.00/Ea
6.	Laboratory Curing "Hold" Concrete Test Cylinders (Including Mold)	$20.00/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	$120.00/Ea
8.	Laboratory Curing "Hold" Concrete Beams	$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4" x 4" x 6" Block Fill	$40.00/Ea
10.	Laboratory Curing "Hold" 4" x 4" x 6" Block Fill	$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2" x 2" Grout / Mortar Cubes	$30.00/Ea
12.	Laboratory Curing "Hold" 2" x 2" Grout / Mortar Cubes	$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	$100.00/Ea
16.	Gradation Analysis of Aggregates	$275.00/Ea
17.	Capping of Concrete Test Specimens	$20.00/Ea

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES

January 1, 2023

18.	Coring of Asphaltic Cement	
	a. Cost of Core Barrel and Machine	$5.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Asphalt	$15.00/Ea
19.	Coring of Concrete	
	a. Cost of Core Barrel and Machine	$8.00/In/In ($200.00 Minimum Charge)
	b. Hourly Technician Rates Apply	
	c. Patching of Core Holes w/ Concrete	$30.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$140.00/Ea
	Cohesive Soils (SC, CL, CH)	$180.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
	a. 4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$200.00/Ea
	Cohesive Soils (SC, CL, CH)	$250.00/Ea
	b. 6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	$225.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	$275.00/Ea
24.	Laboratory Vibrated Density	
	b. Maximum & Minimum (ASTM D 4253 & 4254)	$250.00/Ea
	b. (ALDOT 140)	$275.00/Ea
25.	One Point Proctor Verification	
	a. Standard Proctor	$90.00/Pt
	b. Modified Proctor	$120.00/Pt
26.	Soil Classification Test	$160.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	$100.00/Day
31.	Concrete Performance Analysis	Special Quote

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

32.	Instrumentation and Equipment		
	a.	Submeter GPS	$100.00/Day
	b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	$500.00/Day
	c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
	d.	Torque Wrench and Skidmore Device	$75.00/Day
	e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
	f.	Settlement Plates	Special Quote
	g.	Saximeter	$50.00/Day
	h.	Cylinder Molds	
		Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	$120.00/Ea
		Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	$120.00/Ea
	i.	Nuclear Density Gauge	$25.00/Day
	j.	Sand Cone Equipment & Field Scales	$100.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)		Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

GEOTECHNICAL ENGINEERING TESTING, INC.

SCHEDULE OF UNIT FEES — January 1, 2023

ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	$190.00/Hr
	Litigation Related Services	$285.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	$170.00/Hr
	Litigation Related Services	$255.00/Hr
3.	Project Engineer – Licensed Professional Engineer	$150.00/Hr
	Litigation Related Services	$225.00/Hr
4.	Professional Engineer or Geologist	$130.00/Hr
5.	Staff Engineer or Geologist	$100.00/Hr
6.	Project Manager	$120.00/Hr
7.	Engineering Technician – Field and Office	
	a. Technician Level I	$48.00/Hr
	b. Technician Level II	$58.00/Hr
	c. Technician Level III	$66.00/Hr
	d. Technician Level IV	$74.00/Hr
	e. Technician Level V	$90.00/Hr
	f. ICC Certified Inspector	$87.50/Hr
	g. Technician Supervisor	$100.00/Hr
8.	Computer Processor / Draftsman	$80.00/Hr
9.	Typist and Reproduction Clerk	$60.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	$50.00 /Ea
15.	File Copies	
	a. Per Page	$0.20/Ea
	b. Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS

GEOTENG-01 PATRAONE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/2023

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

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

PRODUCER	CONTACT NAME: Amy Price
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Specialty Ins. Co.	15610
INSURER B : Sentry Insurance	24988
INSURER C : The Sheffield Group	
INSURER D : CNA Insurance Company	
INSURER E :	
INSURER F :	

INSURED
Geotechnical Engineering Testing Inc.
Geothermal Solutions
904 Butler Dr.
Mobile, AL 36693

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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	EMP1900102504	5/22/2022	5/22/2023	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054903	5/22/2022	5/22/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	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		X	41359-00	1/1/2023	12/31/2023	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
D	Professional Liab			MCH591949859	5/22/2022	5/22/2023	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102504	5/22/2022	5/22/2023	Each claim $1M Aggre	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #2023-3005-06, 2022 PAYGO Resurfacing, Commission District 3, MCR-2022-308.
Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.
SEE ATTACHED ACORD 101

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

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AGENCY CUSTOMER ID: GEOTENG-01 PATRAONE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Works Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds

Purpose and Scope of Project:

Approve contract with Corporate Environmental Risk Management, LLC for Engineering Services.

Amount of Contract:

$90,500.00

Funding Source

Project # C0802 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**4302

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Rejected	1/26/2023 - 1:55 PM
Engineering	White, Jessica	Approved	2/1/2023 - 4:20 PM
Engineering	Amberger, Nick	Approved	2/1/2023 - 5:21 PM
Capital	Rhodes, Brenda	Approved	2/2/2023 - 8:56 AM
Legal	Kern, Chris	Approved	2/2/2023 - 2:24 PM

Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing Commission District 3, MCR-2022-308;
COM Project# 2023-3005-06
PROJECT #: C0802 **DATE OF RECEIPT:**

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $90,500.00

VENDOR NAME: CERM, LLC (Corporate Environmental Risk Management, LLC)

VENDOR NUMBER: 294854

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___ N X _; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 1/26/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: CERM, LLC (Corporate Environmental Risk Management, LLC)

Project Name: 2022 PAYGO Resurfacing Commission District 3
/COM Project#2023-3005-06

Estimated Cost: $90,500.00

Adopted:

_____
City Clerk



2022 PAYGO RESURFACING – COMMISSION DISTRICT 3

PROJECT NO. 2023-3005-06

ENGINEER:

CERM, LLC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Corporate Environmental Risk Management, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and CONTRACTs herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the CONTRACT.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written CONTRACT between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

DESIGN CONSTRUCTION ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Corporate Environmental Risk Management, LLC or CERM.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for the Preliminary Design & Investigation Phase, the Design Phase and/or the Pre-Bid to Pre-Construction Phase as set out in Section III.

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3, City of Mobile Project No. 2023-3005-06. This CONTRACT is for engineering design and construction inspection for roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations CITY wide. (See Exhibit A for approximate locations).

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in accord the STANDARD OF PERFORMANCE provided in Section VI below and in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will exercise the reasonable standard of care to meet the requirements for conformance with the STANDARD SPECIFICATIONS and to comply with applicable local ordinances published and in effect during the ENGINEER's services, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract, the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into three phases (Design Phase, Pre-Bid to Pre-Construction Phase and Construction Phase).

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The CITY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition.

c. Preparation of ADA improvement plans as required along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Omitted

f. Omitted

g. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

h. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

i. Prepare a plan outlining specification for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

j. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

k. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

l. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

m. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.

n. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

o. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

p. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after notice to proceed. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, map book and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Two (2) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a Notice to Proceed, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

   c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. **The ENGINEER shall check each Contractor to assure each is properly licensed.** The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

   d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the project should be indicated on this list.

e. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the Contractor. One set of documents will contain the **original** bid documents, with the Contractor's original signatures. The Contractor should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) copies to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the Contractor, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

C. CONSTRUCTION

1. Quality Assurance

a. ENGINEER shall require the Contractor to ensure quality assurance during construction. The Contractor's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the STANDARD SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for the maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY.

3. Project Observation

a. The ENGINEER shall appoint a competent project inspector, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The Observer shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the observer's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any observer considered to be unqualified for the work. The duty of the observer is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the observer or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The ENGINEER's observer shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the project must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The ENGINEER's observer will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the project to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The project shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the project. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the project will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the project has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for project maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the project construction. A monthly time report shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the

ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any discrepancies with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of when and where work on the project will resume.

IV. MUTUAL CONTRACT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a Notice to Proceed. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, CONTRACTs, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual CONTRACT between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court

of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed **$20,186.00 (Twenty Thousand One Hundred Eighty-Six Dollars and Zero Cents)**.

   b. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A and III.B of this CONTRACT shall not exceed **$18,260.00 (Eighteen Thousand Two Hundred Sixty Dollars and Zero Cents).**

   c. Upon letting of the contract for construction of this project, the ENGINEER shall be compensated based upon the percentage completion of the construction. The ENGINEER's invoice shall be submitted with the CONTRACTOR's monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. Payment for work performed in Section III.C of this CONTRACT shall not exceed **$48,054.00 (Forty-Eight Thousand Fifty-Four Dollars and Zero Cents)**.

   d. Failure to perform any service identified in a Notice to Proceed shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the CONTRACT, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT D and shall not exceed **$4,000.00 (Four Thousand Dollars and No Cents)**.

2. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the Project. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any Notice to Proceed to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed **$90,500.00 (Ninety Thousand Five Hundred Dollars and No Cents)**.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims to the extent caused by the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER 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- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. 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.

3. 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 ENGINEER.

   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.

4. 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.

5. 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.

C. 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).

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

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. 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.

4. 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.

5. 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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

IX. ANTI-DISCRIMINATION CLAUSE

The ENGINEER 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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

X. GOVERNING LAW AND VENUE

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

XI. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is **2022 PAYGO RESURFACING - COMMISSION DISTRICT 3 – C0802**. Said funds are on hand at the time of the execution of this contract.

XII. PROHIBITION OF BOYCOTTING

By signing this contract, the ENGINEER 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. ANTI-DISCRIMINATION

ENGINEER 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.

IN WITNESS WHERE OF, **Corporate Environmental Risk Management, LLC**, a corporation, has caused its name to be signed hereto by **Clifton Lambert**, its Executive Vice President, duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By:_____
Its Mayor

ATTEST:

By: _____
Its City Clerk

CORPORATE ENVIRONMENTAL RISK MANAGEMENT, LLC

By: Clifton Lambert

Its: Executive Vice President

Address: 958 Dauphin Street

Mobile, AL 36604

Telephone: 251-533-5450

ATTEST:

By: _____

Its: Construction Manager

EXHIBIT A.1: STREETS TO BE RESURFACED

COMMISSION DISTRICT 3 RESURFACING MCR-2022-308

Street	From	To
Hamilton Blvd	U.S. 90	Rangeline Rd
Theodore Dawes Rd	City Limits	U.S. 90

EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3. This CONTRACT is for engineering design and construction inspection for drainage repairs and improvements for multiple locations CITY wide. (See Exhibit A for approximate locations).

City of Mobile Project No. 2023-3005-06

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not **exceed $90,500.00 (Ninety Thousand Five Hundred Dollars and No Cents)**, unless authorized by the CITY.

FUNDING SOURCE: 2022 MOBILE COUNTY PAY-AS-YOU GO MCR-2022-308

EXHIBIT C: ENGINEER'S FEE SCHEDULE

Design Phase	
Field Evaluation	$5,572.00
60% Submittal (As listed in Paragraph 3.a)	$14,614.00
100% Submittal (As listed in Paragraph 3.a)	$11,324.00
Pre-Bid to Bid Award.....	$6,936.00
Construction Phase.....	$48,054.00
Additional Services	$ 4,000.00
CONTRACT Not to Exceed	**$90,500.00**

EXHIBIT D: ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Pictures of project site
- Hard Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of CONTRACT
    - Supplemental Specifications
    - Project Sign Detail
    - Addendums
- Electronic (Word) copy of the Contract Documents
- Excel copy of Bid Tab
- Other electronic files
- Correspondence affecting Design and/or Construction
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: CERTIFICATIONS AND AFFIDAVITS

Client#: 2212555 08CORPOENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2023

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

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

PRODUCER	CONTACT NAME: Amy Longshore, ACSR, CWCP	
McGriff Insurance Services 1825 Barrett Lakes Blvd #320 Kennesaw, GA 30144 770 429-0482	PHONE (A/C, No, Ext): 770 429-0482	FAX (A/C, No): 866-925-7122
	E-MAIL ADDRESS: alongshore@mcgriff.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Corporate Environmental Risk Management LLC 1990 Lakeside Parkway, Suite 300 Tucker, GA 30084	INSURER A : Crum and Forster Specialty Insurance Co	44520
	INSURER B : Brickstreet Mutual Insurance Company	12372
	INSURER C : Selective Insurance Co of America	12572
	INSURER D : Lloyds	
	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 INSR	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	EPK142723	02/01/2023	02/01/2024	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 $100,000 $5,000 $2,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	S2544559	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0	X	X	EFX122225	02/01/2023	02/01/2024	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	X	WCB1037134	02/01/2023	02/01/2024	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
A	Professional Liab	X	X	EPK142723	02/01/2023	02/01/2024	$2,000,000 Per Claim	
	Pollution Liab	X	X	EPK142723	02/01/2023	02/01/2024	$2,000,000 Per Occ	
D	Excess(2nd layer)	X	X	ENVXSS307144	02/01/2023	02/01/2024	$5,000,000	

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

See attached forms

EN0111 0211 Additional Insured - Owners, Lessees or Contractors

EN0115 0211 Additional Insured - Designated Person or Organization - Ongoing Operations

EN0119 0211 Primary and Non-Contributory AI - Owners, Lessees or Contractors (change to blanket)

EN0109 0211 Waiver of Transfer of Rights of Recovery Against Others to Us

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile, Alabama
9th Floor Government Plaza - South Tower
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

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DESCRIPTIONS (Continued from Page 1)

CA 7809 1117 Commercial Automobile Extension
WC 000313 4/84 Waiver of Our Right to Recover from Others Endorsement
Project: 2022 PAYGO RESURFACING - COMMISSION DISTRICT 3, City of Mobile Project No. 2023-3005-06

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION-ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by your ongoing operations performed for that insured by you, or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):
Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This page has been left blank intentionally.

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. 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;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

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.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 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".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

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1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   - **(a)** The operational safety of the vehicle might otherwise be impaired;
   - **(b)** Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   - **(c)** A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and 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 by your "employee" under a contract or agreement in that "employee's" name, with your 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".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

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:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   - **a.** Overdue lease/loan payments at the time of "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   - **c.** Security deposits not refunded by the lessor or financial institution;
   - **d.** Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

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a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company;

5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

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We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and

2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WCB1037134 Endorsement No.

Insured Corporate Environmental Risk Premium $

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Corporate Environmental Risk Management, LLC (CERM)
Address	958 Dauphin Street Mobile, AL 36604
Telephone	251-960-9080 office 251-533-5450 mobile
E-Mail	clambert@cerm.com

RFP/RFQ Solicitation Number	2023-3005-06
Project Description	Design & CEI on Hamilton Blvd for roadway resurfacing, intersection improvements & roadway infrastructure
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 94 Female 37 Minority 109 Non-minority 22 SDVO _____ Total #of Employees 131

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Clifton Lambert

Signature: _____ Date: February 2, 2023

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: Clifton Lambert Title: Executive Vice President

Email: clambert@cerm.com Phone: 251-533-5450

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company CERM Your Bid/Proposal Amount $ $90,500.00 Date:
02 / 02 / 2023 Description Design & CEI Hamilton Blvd resurfacing, intersection improvements & associated infrastructure

Name of Bidder/Proposer: CERM

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
NA						

Form 2: Good Faith Effort Documentation

Name of Bidder: CERM

Contact Person: Clifton Lambert Phone 251-533-5450 Email clambert@cerm.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
Y		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Y		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	N	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	N	**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.
	NA	**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.)
	N	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N	**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.

	N	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	N	**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)

NA 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.

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

NA 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. _____

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the acceptance and adoption of the Equal Employment Opportunity Program for the Wave Transit System

Amount of Contract:

n/a

Effective Date of Contract:

2/14/2023

Funding Source

Project # Resolution for the EEO Program for the Wave Transit System — **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 EEO Program for the Wave Transit System	Resolution Letter	2/1/2023
EEO Program for the Wave Transit System	Backup Material	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
		2/1/2023 - 9:58

Legal	Barfield, Becky	Approved	AM
Legal	Kern, Chris	Approved	2/1/2023 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 PM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Equal Employment Opportunity Program for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said EEO Program, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D031\P003\00113584.docx

Transit Management of Mobile D/b/a

The Wave Transit System

Equal Employment Opportunity Program Update

The WAVE TRANSIT SYSTEM

Ride the Wave

Revised: December 2022

Mr. Bruce Rockstad, EEO Officer
Mr. Damon D. Dash General Manager

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EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Transit Management of Mobile d/b/a The Wave Transit System is passionately committed to promoting and maintaining a work environment that ensures equality of opportunity for all of our employees. It is an equal opportunity employer and is committed to a policy of Equal Employment Opportunity (EEO / AAP) and to the principles of affirmative action. This commitment is exemplified in all of our management practices as well as in our day-to-day management decisions.

It is the continuing policy of The Wave Transit System that it is committed to equal employment opportunity for all persons, regardless of race, color, national origin, sex, age, religion, medical condition, or disability.

The Wave Transit System is also committed to undertaking an affirmative action program, including setting goals and timetables, in its effort to overcome the effects of past discrimination on minorities and women. Thus, it is the policy of The Wave Transit to provide equal consideration and treatment in all aspects of employment, including recruitment, selection, promotions, discipline, terminations, transfers, layoffs, compensation, training, benefits and all other terms and conditions of employment without regard to race, color, creed, national, sex, age, religion, medical condition, or disability. The Wave Transit System therefore believes that successful achievement of EEO / AAP goals will provide benefits to The Wave Transit System through fuller utilization and development of previously underutilized human resources.

The Wave Transit System will ensure that employees who believe that they have been discriminated against are fully able to exercise their right to file an EEO / AAP complaint, a grievance or otherwise raise their concerns without fear of reprisals for conferring with management or filing a complaint. Acts of reprisals against any employee will not be tolerated. The Wave Transit's civil rights complaint procedures are outlined in Exhibit 2 of the Wave Transit EEO / AAP/Affirmative Action Plan. Employees are advised to review these procedures to determine appropriate steps to take in the event of a possible violation of this policy. In any instance where an employee believes this policy has been violated, the employee is encouraged to consult with The Wave Transit's EEO / AAP Officer concerning such alleged violations.

It is the policy of The Wave Transit System that the work performance of all directors, managers, supervisors, and the EEO / AAP Officer will be evaluated, in part, based on their EEO / AAP/AAP efforts and results.

The responsibility for implementing the EEO / AAP program is assigned to Mr. Bruce Rockstad, the EEO / AAP Officer. The Wave Transit directors, managers and supervisors share in the responsibility to implementing the EEO / AAP Program. The Wave Transit has designated specific responsibilities to these various staff members to ensure that the EEO / AAP program focuses on all components of The Wave Transit's employment practices. In addition, they are reminded of their responsibility to prevent, document, and promptly correct discriminatory and harassing conduct in the workplace.

Damon D. Dash
General Manager

30 DECEMBER 2022
Date

DISSEMINATION OF THE EEO / AAP PROGRAM

Effective implementation of an EEO / AAP Program requires identification of specific procedures that will be used to disseminate the EEO / AAP Program. Therefore, The Wave Transit System has identified the following steps to ensure effective internal and external communication regarding the EEO / AAP Program, its related EEO / AAP policies, and the responsible individual(s).

INTERNAL DISSEMINATION

Internal dissemination is the communication of the EEO / AAP Program to all employees through steps, which include, but are not limited to, the following:

- Written communication from the General Manager;
- Schedule and conduct annual meetings with department heads to explain the intent of the policy and individual responsibility for effective implementation;
- Conduct periodic informal meetings of the transit system to discuss the EEO / AAP Program with all employees;
- Conduct meetings with minority and female employees to get their suggestions in implementing and refining the EEO program;
- Discuss the EEO / AAP policy statement thoroughly in new employee orientation sessions. New employees will be given a copy of the EEO / AAP Policy statement to be included in the employee handbook and sign an acknowledgement of receipt of the policy. Responsible Personnel: Department head / EEO Officer;
- Post the EEO / AAP policy statement, along with required state and Federal EEO / AAP regulations, on The Wave Transit's bulletin boards and other areas designated for general reading and information, including areas accessible to job applicants;
- Photographs of men, women, minorities, and non-minorities, when employees are featured in The Wave Transit's in-house publications, annual reports, and newsletters. Responsible Personnel: All Department heads.

EXTERNAL DISSEMINATION

External dissemination is the communication of the EEO / AAP/AAP to various groups and organizations throughout the community through steps, which include, but are not limited to, the following:

- Inform all recruiting sources in writing of The Wave Transit's EEO / AAP policies, including the policy statement, on an annual basis. Responsible Personnel: Director of Human Resources;

- Encourage recruitment sources to refer minorities, women, and persons with disabilities as job applicants. Responsible Personnel: Director of Human Resources;

- Include on all employment applications and job postings The Wave Transit's EEO / AAP policy clause which states that all qualified applicants will be considered, regardless of race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, religion, age, veteran status, or disability;
- Include the EEO / AAP policy clause in writing with recruitment sources, referral agencies, and organizations that may be of assistance in making referrals or in making opportunities at The Wave Transit known to applicants. Responsible Personnel: Director of Human Resources;
- Include the provision "The Wave Transit is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, religion, age, veteran status or disability" in all recruitment advertising. Responsible Personnel: Director of Human Resources;
- Include "Equal Employment Opportunity and Affirmative Action Employer," in its entirety, in all purchase orders and contracts. Responsible Personnel: All department heads;
- Notify minority and women's organizations, community agencies, community leaders, of The Wave Transit's EEO / AAP policy statement in writing. Responsible Personnel: Director of Human Resources;
- Picture minority and non-minority men and women and persons with disabilities in all relevant advertising or The Wave Transit-sponsored publications prepared for external dissemination. Responsible Personnel: All department heads;
- Public media sources, for example; radio and television stations, newspapers, magazines, and other journals (especially those oriented to the handicapped and minority populations). ALL advertisements for personnel will include a statement that the recipient is an EEO employer.

Designation of Personnel

As part of its efforts to ensure equal employment opportunity to all individuals, The Wave Transit has designated specific responsibilities to various staff to ensure that the EEO / AAP Program focuses on all components of The Wave Transit's employment activities. To that end, the General Manager, Director of Human Resources (EEO / AAP Officer), and Department Heads will continue to undertake their EEO / AAP Program responsibilities as further described below.

SEE ATTACHMENT: ORGANIZATIONAL CHART

GENERAL MANAGER

Responsibility and accountability for implementing the EEO / AAP Program rests with the General Manager. It is the policy of The Wave Transit System for The General Manager to be responsible for designating appropriate personnel with the responsibility for overseeing, administering, implementing and monitoring The Wave Transit's EEO / AAP Program; Ensure that these personnel are identified in writing by name and job title; provide leadership and personal direction that assures total involvement and commitment to equal employment opportunity activities through The Wave Transit's EEO / AAP Program; and serve as the EEO investigating officer in the event of conflict. Furthermore, ALL employees of the Wave Transit System will have access to the General Manager in the event of an apparent conflict with the designated EEO Officer.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Mr. Bruce Rockstad, Director of Human Resources is the designated Equal Employment Opportunity Officer. With regard to EEO / AAP, he is responsible for the overall management, implementation, and development of the EEO / AAP, under the daily supervision of the General Manager. The EEO Officer has direct access to the General Manager on all matters related to the EEO / AAP. The Equal Employment Opportunity Officer ensures compliance to all relevant EEO / AAP policies and procedures through department heads at the Wave Transit System. Successful implementation of this program is a basis for evaluating the Equal Employment Opportunity Officer's effective work performance. Note: Because the Wave Transit System is a small grantee, management officials must assume the roles of more than one position. **THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE TWO (2) POSITIONS BECAUSE THE DIRECTOR OF HUMAN RESOURCES IS NOT INVOLVED IN HIRING, PROMOTION, TERMINATIONS AND DECISION MAKING**. The Equal Employment Opportunity Officer's responsibilities include, but are not limited to, the following:

- Developing and recommending the EEO / AAP policy, a written EEO / AAP program, and internal and external communication procedures;
- Assisting management in collecting and analyzing employment data, identifying problem areas, establishing, and monitoring goals and timetables, development of programs to achieve goals;
- Designing, implementing, and monitoring internal audits and reporting systems to measure the program's effectiveness;
- Reporting to the General Manager periodically on the progress of each unit in relations to The Wave Transits goals;
- Serving as a liaison between The Wave Transit System, federal, state, and local governments, regulatory agencies, disabled represented agencies, women organizations, and other community groups;
- Assuring current legal information, with regard to affirmative action is disseminated to responsible parties;

- Assisting with the recruitment of minority, disabled and women applicants; establish outreach sources for use by hiring officials;
- Processing employment discrimination complaints.

Department Heads

In their direct day-to-day contact with The Wave Transit employees, department heads have assumed certain responsibilities to help The Wave Transit ensure compliance with equal employment opportunity laws and the effective implementation of the EEO / AAP/AAP. These include, but are not limited to, the following:

- Assist in ensuring that The Wave Transit System, as an employer, adheres to the stated policy of equal employment opportunity and affirmative action, and monitor the application of equal employment opportunity policies;
- Participate in periodic discussions with supervisors and employees to ensure EEO / AAP policies are being followed;
- Participate in the review and/or investigation of complaints alleging discrimination;
- Review the qualifications of job-related employment practices for all transfers and promotions to ensure equal opportunity;
- Provide support for career mentoring, coaching, and counseling within their respective departments for employees;
- Respond to identified problem areas and establish procedures, goals, and objectives to address and resolve such problems;
- Assist supervisors in arriving at solutions to EEO / AAP problems;
- Assist in the review and implementation of revisions to EEO / AAP policies and procedures;
- Participate in periodic audits to ensure they are not in violation of federal or state laws and regulations;
- Involve with local minority and community organizations, women's and disabled groups, community action organizations and community service programs such as, Independent Living, Mobile Association for Retarded Citizens (MARC), Volunteers of America, Goodwill Easter Seals, Mobile Workforce Development, Alabama Career Center, New Citizens Academy, Big Brothers & Big Sisters of South Alabama, and Mobile Area Chamber of Commerce, etc.;
- Support The Wave Transit System-sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with nondiscrimination policies;
- Support and assist the EEO / AAP Officer in developing, maintaining, and successfully implementing the EEO / AAP;
- Take action to prevent, report, and remedy any illegal harassment of employees;

- Ensure that all interviews, orders of employment, and/or wage commitments are consistent with The Wave Transit's EEO / AAP/AAP.

ASSESSMENT OF WORKFORCE

GENERAL INFORMATION AND SUMMARIZATION

The total population in Mobile County grew from 413,025 in 2013 to 413,073 in 2021 (+0.1%). The percentage of the non -white population was at 46.5% in the year 2021. The percentage of females were 52.3 % in 2021. The Wave Transit System currently employs 108 regular employees, of which 97 are minorities and 58 are females.

The Wave Transit System's Workforce is broken down into three (3) categories:

Operators
Minority representation was 95.5% with 65.2% being females.

Maintenance
Minority representation was 85.5%
Note: Because of the nature of the maintenance department positions it difficult to attract qualified females and as result there is one (1) female in the maintenance department.

Administration
Minority representation was 89.5% with 63.2% being females.

EMPLOYMENT PRACTICES

Identification of Problem Areas

The following underutilizations have been identified and will remain the focus of coordinated and ongoing affirmative action efforts:

- Skilled Crafts. Women, Hispanic groups, Asian/Pacific Islanders and American Indians/Alaskans Natives.

Recruiting and External Selection Procedures
The primary source of applicants are walk-in applications, however cooperative efforts between The Wave Transit System and employment services such as Alabama State Employment Offices are additional applicant resources. All job openings at The Wave Transit are listed and / or published at both the GM&O Transportation Center (110 Beauregard Street, Mobile, AL 36602.) The Beltline location (1224 W. I-65 Service Road, South, Mobile, AL 36609.) Online at www.alabamajoblink.gov, www.indeed.com and the Wave Transit System web site at www.thewavetransit.com. Applicants are also recruited through job / career fairs, and the local unemployment office.

Promoting Procedures
Job promotion opportunities are published internally, and all employees are eligible to apply without regard to race, color, creed, religion, national origin, gender, age medical condition or disability. Job promotions are based on job performance, skills, and education.

Transfer Procedures Employees seeking a transfer are required to submit a request to the Director through their Supervisor. Transfers are based on the availability of an opening of a similar position in the desired location.

Procedures and Practices regarding Wages, Salary Levels and Other Forms of Compensations and Benefits
The Wave Transit System determines salaries and wages based on benchmarking of similar jobs in other local government agencies and public transportation organizations. Salary ranges and pay grades have been assigned to each position and are reviewed and approved by the Wave Transit System and City of Mobile. This information is included in the annual budget, in the form of a salary plan. Any adjustments to the salary plan occur through the budget process.

All proposed cost of living (COLA) and merit increases are initiated by the General Manager and reviewed and approved by the City of Mobile as part of the budget process. Merit increases are allocated by Department heads, according to predetermined standards and guidelines with final approval by the General Manager.

Employees are to be paid compensation in accordance with applicable laws. Employee salaries are quoted as annual or hourly amounts. Employees are paid bi-weekly by check or by direct deposit. Paycheck includes work previously completed in the last two weeks.

Deductions required by state and federal law are withheld from the employee's paycheck as well as deductions for insurance premiums or retirement contributions, or any other benefits for which the employee has authorized deductions, in whole or in conjunction with The Wave Transit System, if any. Deductions may be made to a final paycheck for all items agreed to by the employee and The Wave Transit.

Disciplinary Procedures and Termination Practices
The Wave Transit System desires to employ competent employees with acceptable job performance. The Wave Transit provides opportunities for employee training to enhance job performance. Employees are required to participate in seminars, conferences and trainings as determined by their supervisor.

The General Manager and Department heads, hire, evaluate, discipline, and discharge employees.

The General Manager, which is a private contractor is hired, disciplined, evaluated, and discharged by the City of Mobile. Employment of the General Manager is at the will of the City of Mobile.

The General Manager and department heads prepare job descriptions for each employee. Employee job performance is evaluated by the General Manager and Department heads annually. Employees may be disciplined to improve job performance and for failure to abide by these policies. When possible and appropriate, disciplinary action will follow a progressive sequence. The normal sequence of action is:

Step 1: Oral Counseling
Step 2: Written Reprimand
Step 3: Suspension without Pay
Step 4: Dismissal from employment

The purpose of progressive discipline is to ensure that the employee is fully aware of any performance deficiencies that exist and to provide the employee with a reasonable opportunity to correct such deficiencies. Employees will be given an opportunity to respond to any intended disciplinary action on the part of the supervisor either orally or in writing.

Supervisory and management personnel may omit any stage of the above process if, in their opinion and with concurrence of the department head and General Manager, the problem cannot be corrected by a less severe form of disciplinary action.

Oral Discipline

An oral counseling between the immediate supervisor and the employee is the appropriate disciplinary action in the following circumstances:

a. occurrences of unacceptable deviations from established rules or regulations;
b. establishment of an apparent pattern of behavior or performance which is contrary to the work goals of the employee's work group or department;
c. decline or deterioration in previously acceptable conduct or work quality to levels below acceptable standards; and/or other
d. instances of poor performance or conduct which interfere with the operation of the work unit or its personnel, but which, by themselves, are not sufficiently serious to warrant a written reprimand.

The oral counseling will be documented by the supervisor, to provide a written record for the counseling and to provide the employee with a reminder of the work standards expected. Documentation of an oral counseling should be kept in the Supervisor's file for future reference but will not be placed in the employee's official personnel file. In addition, an oral counseling cannot be appealed through the grievance process.

Written Reprimand

A written reprimand is the

a. failure of the employee to carry out agreed upon corrective actions to establish acceptable work or conduct standards after oral counseling; appropriate disciplinary action in the following circumstances:
b. minor damage to or loss of The Wave Transit property because of the employee's negligence; and/or
c. other deficiencies in performance or conduct which are serious enough to warrant more stringent action than a personal conference.

The written reprimand will be prepared by the employee's immediate supervisor, and, prior to being delivered to the employee, must be approved as to form by the Director of Human Resources and General Manager. A copy of the prior, documented oral counseling, if any, will be attached to the written reprimand. A copy of the written reprimand signed by the immediate supervisor and the employee (or witness) will be given to the Director of Human Resources and placed in the employee's official personnel file.

If the employee disagrees with the cause or content of the written reprimand, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within five (5) calendar days. They are to be submitted in writing to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to the HR/EEO Officer.

Suspension without Pay

Temporary suspension without pay, not to exceed three (3) working days, is the appropriate disciplinary action in the following circumstances:

a. repetition of actions for which a written reprimand has been previously issued;
b. major damage to or loss of The Wave Transit System property through negligence or willful misuse by the employee; and/or
c. performance or conduct which is severe in nature and interferes with The Wave Transit System operations or with performance of duties by other personnel.

Department heads may authorize suspension without pay after receiving approval of the General Manager, or his designee. If the employee is to lose five or more days of pay, they will be subject to a disciplinary hearing. Once a determination has been made, the employee is to receive a written notice clearly stating the following:

a. the reason(s) for the suspension;
b. the duration of the suspension, including beginning and ending dates and times;
c. notice of the employee's right to appeal the suspension with an outline of procedures to be followed if an appeal is desired; and

d. notice that if the employee fails to return to work as expected following the suspension and fails to notify the supervisor of an acceptable reason for the failure to return to work, the employee will be considered to have terminated employment voluntarily.

If the employee disagrees with the suspension without pay, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within ten (10) calendar days. They are to be submitted in writing and sent to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to HR/EEO Officer.

Dismissal from Employment

Each potential case for dismissal from employment will be considered on its individual merits. Generally, however, dismissal from employment may be the appropriate action in any of the following circumstances:

a. incompetence (including lacking the requisite skills or abilities to perform the assigned job);
b. theft;
c. physical assault against employees, customers, or visitors;
d. violation of law, either on or off duty, resulting in a felony conviction;
e. commission of an act of moral turpitude, including sexual harassment of students, visitors, or other employees;
f. gross neglect of assigned duties;
g. insubordination, willful disobedience, and/or refusal or failure to follow directives or perform work properly assigned by a supervisor;
h. dishonest actions, including falsification of information to secure a position with The Wave Transit System or falsification or intentional destruction of any other The Wave Transit System records;
i. gross or repeated failure to abide by rules and regulations of The Wave Transit System, or of federal, state, or local laws;
mismanagement of a position by action, inaction, or neglect that places the lives or property of others in jeopardy; and/or
j. substandard performance or conduct which continues despite attempts at correction through discipline or counseling.

Department heads may authorize dismissal after obtaining approval from the General Manager, or his designee.

Pre-dismissal and Pre-disciplinary Action Hearings

The Wave Transit System will conduct a hearing before taking any disciplinary action which would result in the coworker's losing a right (money or status) through demotion, suspension without pay for more than five (5) days, or dismissal. This policy applies to all full-time coworkers who have completed their initial probationary period, and part-time regular coworkers who have completed at least six months of service and who are employed year-round. Other part-time, seasonal, or temporary workers are not covered.

The following steps should be followed when conducting a pre-disciplinary hearing:

a) The supervisor or manager will discuss the situation with the General Manager and the Director of Human Resources prior to conducting the hearing;

b) Provide notice to the coworker of the hearing, either orally or in written form, same day notice is fine. Tell the employee that you are holding a hearing to discuss a proposed personnel action and state whatever that proposed action may be;

c) Invite the Director of Human Resources or another neutral person designated by the General Manager as a "neutral advisor". This advisor is a witness not only on behalf of The Wave Transit System as to the impartial, informal hearing but also serves as a witness to what the employee is told and to the employee receiving a full and fair opportunity to present his/her side of the situation;

d) Conduct an informal, objective, impartial hearing. Present the charges and provide a full opportunity for the coworker to present defenses or reasons against the proposed personnel action;

e) Do not make a decision at the end of this particular hearing, and do not have a pre-prepared letter concerning the disciplinary action, since this is perceived under the law as being a preconceived decision. Wait at least 24 hours before making a final decision. Either record the hearing or take notes of the hearing. The recording or notes are the property of The Wave Transit System and do not have to be given to the coworker. The employee may record the meeting as well;

f) If the final decision is to take disciplinary action, put that decision in writing listing specific reasons for the decision being made. A Notice of Personnel Action form may be used for this purpose. Give a copy of the written decision to the coworker and send a copy to the Personnel Department for inclusion in the coworker's personnel record;

g) Notify the disciplined coworker that provisions of the formal grievance procedure are available after any suspension, demotion, or dismissal has taken place. The pre-disciplinary hearing does not replace the formal grievance hearing.

The Department head will give written notice to the employee of the intent to dismiss the employee from employment or to suspend for more than five working days consisting of the following information:

a) The Notice of Charges (What the employee did or failed to do).
b) The rule(s) the employee allegedly violated.

c) The possibility of disciplinary action if the department substantiates the allegations.
d) The date, time, and place of the hearing during which a discussion of the allegations will take place. The department must allow a reasonable time.
e) The employee's right to receive assistance from another person of his or her choosing.

If the employee submits a response either orally or in writing, their supervisor will take into consideration any information submitted in the final decision. The employee's supervisor will respond to the employee in writing. An employee is not required to respond and does not waive any rights under this policy by not responding prior to dismissal.

The department director will conduct the hearing before discharge/suspension and will be accompanied by another supervisor or management employee. The hearing is considered part of the final stage of fact finding and a decision should not be rendered until at least 24 hours after the hearing has concluded and any new information has been considered. See Article 2, Section 10 of the policies and procedures manual for additional guidance on the hearing process.

The final decision should be provided to the employee in writing and within ten (10) working days. The letter is to be sent to the employee's place of residence via certified mail.

If the employee disagrees with the cause or content of the written reprimand, the employee may grieve this disciplinary action in accordance with The Wave Transit's Grievance Policy, outlined in the policies and procedures manual. Grievances must be submitted within fifteen (15) calendar days. They are to be submitted in writing and sent to the General Manager, unless the grievance involves an action taken by the General Manager. In those instances, the grievance would be directed to HR/EEO Officer.

Administrative Leave With or Without Pay

Under certain circumstances it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to discharge assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee in such circumstances shall be the responsibility of the supervisor, or Department head.

When circumstances of this nature arise, the employee shall be placed on an administrative leave with or without pay pending the investigation of the incident or incidents involved. The initial determination to place the employee on administrative leave with or without pay shall be made by the supervisor, or department director.

An employee placed on administrative leave with or without pay is not considered to be in a disciplinary mode during the administrative leave period. During an administrative leave, an employee is expected to refrain from coming onto The Wave Transit System property at any time unless requested to do so by the employee's supervisor.

Any employee that has completed their probationary period and are being considered for a period and are being considered for a non-paid suspension of five days or more must be provided a pre-disciplinary hearing, as outlined in The Wave Transit's policies and procedure manual.

Based upon the outcome of the investigation, the employee may be allowed to return to his/her normal duties or may be subject to disciplinary action. The placement of an employee on administrative leave with or without pay shall be immediately reported to the department director, the Director of Human Resources, and the General Manager.

Whenever an employee is cleared from administrative leave and found to be free of any wrongdoing, they are to be immediately placed back in an active status and the department director, the Director of Human Resources and the General Manager are to be notified. If the employee's non-paid leave resulted in a delay of the employee's paycheck processing, the employee's manager or supervisor should notify the Finance Department so arrangements can be made to cut a manual check.

ADDITIONAL LANGUAGE FOR THE WAVE TRANSIT SYSTEMS POLICY GUIDELINES

EEO Claim Processing Timeline

In the event that an EEO claim is filed against a Wave Transit System employee or the agency itself, the process for filing such claim and the applicable timelines are as follows:

(Note: Timeline/deadlines exclude, Saturday, Sunday, and locally recognized holidays.)

TMM's Internal Handling of EEO Claim

1. The EEO / AAP Officer must receive a formal written letter of complaint detailing specific aspects of the alleged discrimination activity (including date, time, name of parties, witnesses, etc.) within forty-five (45) days of the subject incident.
2. The EEO/AAP Officer will acknowledge receipt of the formal written complaint within ten (10) days of being served.
3. The EEO / AAP Officer will meet with claimant within twenty (20) days of the acknowledgement of receipt of the formal written complaint.
4. The EEO/AAP Officer will initiate an internal investigation of the alleged charges and will notify claimant of the EEO Officer's initial findings within the forty-five (45) days immediately following the first meeting with claimant.
5. Claimant has fifteen (15) days from the date of the EEO /AAP Officer's initial findings to accept or refute/appeal the information contained therein.
6. Should claimant accept the EEO /AAP Officer's findings or withdraw his/her claim for any other reason, the matter will terminate, and the file will be closed.
7. Should claimant desire to refute/appeal the matter further, he/she will have fifteen (15) days from the date of the initial findings to request an administrative review by General Manager.
8. The General Manager will have ninety (90) days from the date of receipt of claimant's request for further administrative review within which to render a final notice of transit

agency decision. During this timeframe, claimant may be asked to participate in mediation or alternative dispute resolution proceedings, both of which claimant has the right to decline.

9. The Wave Transit System will make every effort to resolve the matter within 120 to 180 days of receipt of claimant's written letter of complaint.

Claimant's Right to Seek External Remedies

Should claimant desire to appeal the matter further he/she has the right to initiate a claim directly with any one the below-listed governmental agencies within 30 days of The Wave Transit System's final notice of transit agency decision:

At the State Level:

Alabama Department of Human Resources
Equal Employment and Civil Rights Division
50 N. Ripley Street
Montgomery, AL 336130
Phone: (334) 242-1550

At the Federal Level:

Equal Employment Opportunity Commission (EEOC)
Ridge Park Place
1130 22nd Street South, Suite 2000
Birmingham, AL 35205
1-800-669-4000

Or

Federal Transit Administration (FTA)
1200 New Jersey Avenue, SE
East Building, 5th Floor TCR
Washington, DC 20590

Nothing in the above language should be construed as legal advice, and claimant has the right to seek local union or legal counsel at any time during this process.

Monitoring and Reporting System

In accordance with ***FTA C 4704.1A***, an important part of any successful EEO program is the establishment of an effective and workable internal monitoring and reporting system. This system should facilitate and overall evaluation of key performance indicators of the agency's EEO plan. The Wave Transit System has implemented internal monitoring and reporting procedures in order to provide for reviews of employment levels and to evaluate the progress made in ensuring equal opportunity employment and to identify employment areas requiring improvement.

System for Reporting, Monitoring and Evaluating Improvement

The Wave Transit System has internal quarterly reporting requirements and Triennial Reporting requirements to the Federal Transit Administration (FTA). Additionally, the internal reporting system continually audit, monitor, and evaluate programs goals and serve as a feedback mechanism on the successful implementation of the EEO Program/AAP. Bi-monthly meetings with the General Manager and Senior Management team are scheduled. If there are any apparent concerns or complaints the EEO officer will use this platform as a mechanism to inform those individuals along with ensure accountability.

The primary objectives of the Wave Transit System EEO Program evaluation is the following:

- Provide an objective measure for gauging the progress on EEO Program/AAP action items;
- Encourage accountability by Senior Management;
- Provide Senior Management with information that is critical for future workforce development, strategic planning, and future goal setting;
- Ensure that any discriminatory employment practices are detected and corrected Quickly; and
- Meet all state and federal requirements for reporting, monitoring, and evaluating improvements in hiring, training, transfer, and promotions in areas of under participation.

Tracking Complaints

In addition, bi-monthly staff meetings are scheduled with the General Manager, EEO Officers and Senior Management Team members. If an employee feels a violation of his or her right has occurred, the complainant should file a complaint with the EEO Officer of the Wave Transit System within thirty (30) working days of the occurrence or event prompting the complaint can When the EEO officer receives the complaint, detailed information concerning the complaint will be compiled, and an immediate investigation will be conducted.

If conciliation cannot be reached at the above steps, the matter will be forwarded to the General Manager for final review and resolution. The General Managers will render a final written decision after careful consideration of the facts.

Monitoring Sub-Recipients

As part of their annual application, The Wave Transit System will require sub-recipients to report on any EEO complaints or lawsuits. Sub-recipients may contact The Wave Transit System at any time during the year to report.

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Attachments

Organizational Chart
Employment Applications
(Driver & Non-Driver Positions)
Job Postings
Workforce Utilization Analysis
Employment Practice Analysis

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the acceptance and adoption of the Public Transportation Agency Safety Plan for the WAVE Transit System

Amount of Contract:

n/a

Effective Date of Contract:

2/14/2023

Funding Source

Project # Resolution for the PTASP for the Wave Transit System — **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 the PTASP for the Wave Transit System	Resolution Letter	2/1/2023
Public Transportation Agency Safety Plan for the Wave Transit System	Backup Material	2/1/2023

REVIEWERS:

Department Reviewer	Action	Date
		2/1/2023 - 9:51

Legal	Barfield, Becky	Approved	AM
Legal	Kern, Chris	Approved	2/1/2023 - 3:23 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 PM

RESOLUTION

2023

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

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The Wave Transit System
Public Transportation Agency Safety Plan

Revision 1

Adopted December 13, 2022

In compliance with 49 CFR Part 673

Developed by the

Alabama Department of Transportation

in conjunction with

The University of Alabama at Huntsville

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1 EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity for FTA to assist transit agencies in moving towards a more holistic, performance-based approach in Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the National Safety Program including the National Public Transportation Safety Plan (NSP) that FTA published to provide guidance on managing safety risks and safety hazards. One component is the Transit Asset Management (TAM) Plan, which was developed and implemented across the industry in 2018. The Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA are the subject of this document.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. All levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Alabama and comply with FTA requirements, the Alabama Department of Transportation (ALDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Mobile (the City) and The Wave Transit System (The Wave).

To ensure that the necessary processes are in place to both enhance safety at the local level and contribute to the goals of the NSP, the City and The Wave adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP). While safety has always been a primary function at The Wave, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

A Revision 1 Adoption – 673.11(a)(1)

13 DECEMBER 2022

Damon D. Dash, General Manager (ACCOUNTABLE EXECUTIVE SIGNATURE)

Date

Since the Wave Transit System is an enterprise of the City of Mobile, the main governing body is the City of Mobile City Council. Original approval of this plan by the Mobile City Council occurred on July 15, 2020, and is documented in Resolution from the City Council Meeting found in Appendix B.

The Joint Safety Committee adopted Revision 1 on December 13, 2022. City Council approval of the 12/13/2022 revision is pending.

B Certification of Compliance – 673.13(a)(b)

ALDOT certifies on 07/20/2020 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted by the Mobile Metropolitan Planning Organization (MPO) and will be implemented by the City and The Wave Transit System as evidenced under Section 1A of this plan.

2 TRANSIT AGENCY INFORMATION – 673.23(D)

The goal of The Wave is to provide adequate, safe and efficient transportation services to the general public, including those with special needs, at a low cost. This includes services for the disabled community, senior citizens, commuters, individuals with limited transportation and the general public. The Wave will seek to meet all needs of the transit community, recognizing financial and physical capacity constraints, and yet work within the guidelines of the FTA.

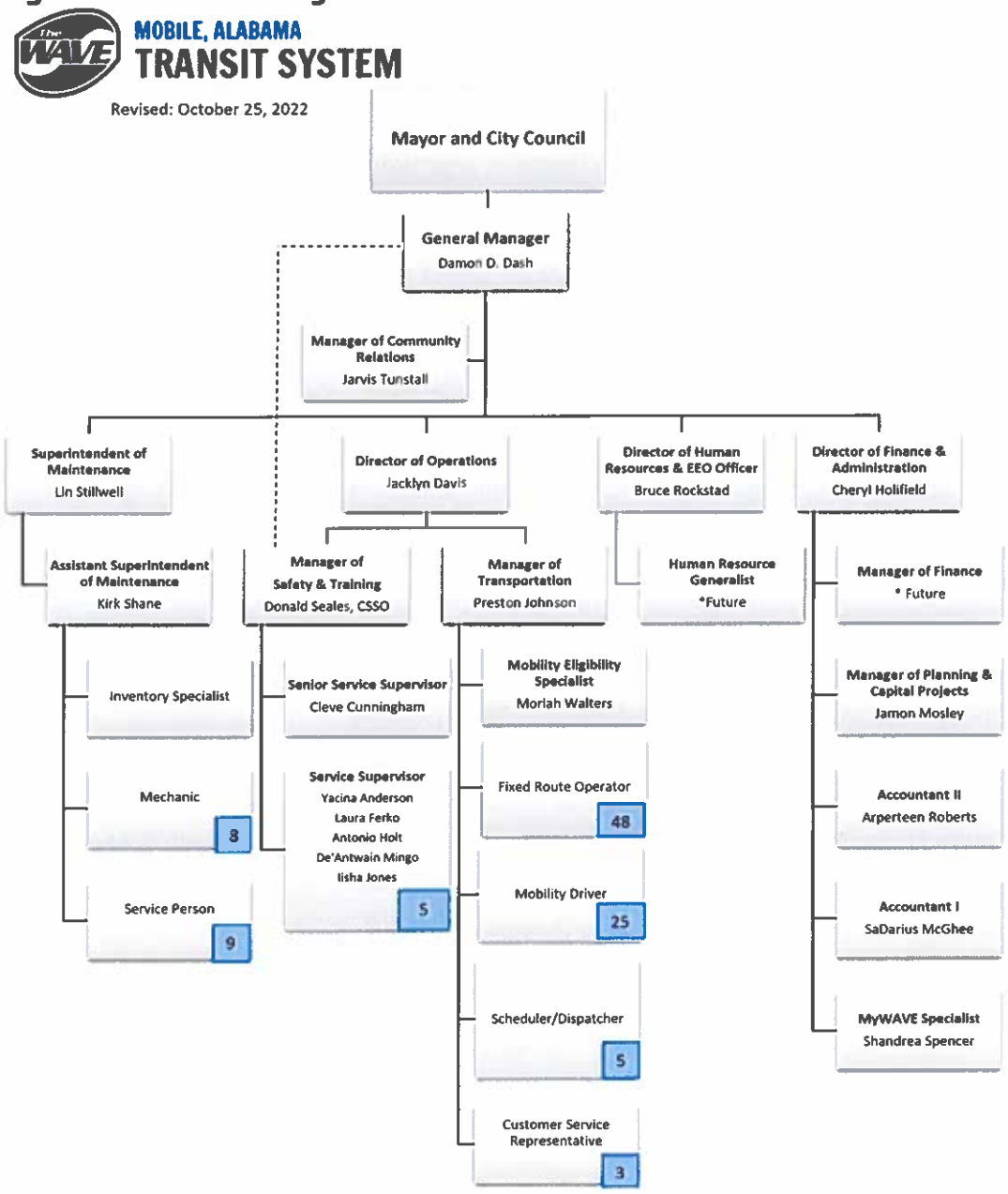
No additional transit service is provided by The Wave on behalf of another transit agency or entity at the time of the development of this plan.

Table 1 contains agency information, while an organizational chart for The Wave is provided in Figure 1.

Table 1: Agency Information

Information Type	Information
Full Transit Agency Name	Transit Management of Mobile D/b/a The Wave Transit System
Transit Agency Address	1224 West I-65 Service Road South Mobile, AL 36609
Name and Title of Accountable Executive 673.23(d)(1)	Damon D. Dash, General Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Donald Seales, Manager of Safety & Training
KEY STAFF	Jamon Mosley, Manager of Planning and Capital Projects
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route, Paratransit, and Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307 and 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	N/A
Number of Vehicles Operated	47 out of 59 in maximum service

Figure 1: The Wave Organizational



A Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), The Wave is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP (in accordance with 49 U.S.C. 5329(d)), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in The Wave's SMS per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO), or SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of The Wave's SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through the employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

In additional, over the next year, The Wave will be reviewing and modifying, if necessary, our current job descriptions to ensure the descriptions comply with 49 CFR Part 673.

3 SAFETY POLICIES AND PROCEDURES

A Policy Statement – 673.23(a)

The Wave recognizes that the management of safety is a core value of our business. The management team at The Wave will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

The Wave is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting System (ESRP) is a major tenet of the PTASP Rule. Agencies must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.

The Wave has a *Grievances and Grievance Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that is specific to disputes between employees and the agency, but not specific to reporting safety conditions or general complaints. This policy requires that employees bring any information that warrants investigation to their immediate supervisor in writing within fifteen (15) days of the date of the grieved matter. The supervisor will then relay the information to the proper person for further evaluation. The matter must come to a resolution within five days.

With regards to customer complaints, The Wave has a *Complaints/Compliments Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that allows customers to submit complaints/compliments directly to Customer Service Representatives during business hours, or through an online form outside of these hours.

Over the next year, The Wave will review and modify, if necessary, our employee reporting procedure to ensure that the procedure complies with 49 CFR Part 673.

In general, The Wave's ESRP will ensure that all employees are encouraged to report safety conditions to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also develop a methodology for anonymously reporting safety related issues. In addition, the policy will elaborate on how safety conditions that are reported will be reported back to the originator – either to the individual or groups of individuals or the organization dependent on the nature of the condition – or, if necessary, agency wide.

To bolster the information received from frontline employees, The Wave will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, The Wave will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distribute agency wide to ensure that future reporting is encouraged.

II Communicating the Policy Throughout the Agency – 673.23(c)

The Wave is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and agencywide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agencywide safety culture is communicating our SMP throughout the agency.

The SMP and safety objectives will be at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our mandatory quarterly safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B PTASP Development – 673.11(d)

This PTASP has been developed by ALDOT, on behalf of the City and The Wave in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. ALDOT mailed a formal call for participation in a State sponsored PTASP development process to all Alabama Section 5307 small bus transit agencies on **January 15, 2019** and followed that call with a series of phone calls and additional correspondence. The Wave provided a letter to ALDOT opting into participation on **January 29, 2019** and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The Wave documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, The Wave conducts a yearly safety culture survey. The survey is intended to help The Wave assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by The Wave's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with The Wave to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit The Wave's size, operational characteristics, and capabilities.

The draft ASP was delivered to The Wave in late January 2020 for review and comment. Once review was completed and any adjustments made, the final version was delivered to The Wave for review and adoption.

C PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of The Wave's ongoing commitment to fully implementing SMS and engaging our employees in developing a robust safety culture, The Wave will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through The Wave's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes utilized to manage safety at The Wave. All changes will be noted (as discussed below) and the Accountable Executive will

sign and date the title page of this document and provide documentation of approval by the City and Mobile Metropolitan Planning Organization (MPO), whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in

Table 2. As processes are changed to fully implement SMS or new processes are developed, The Wave will track those changes for use in the annual review.

Table 2: ASP Annual Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations								
Review SMS Documentation *Safety Policy;* *Risk Management;* *Safety Assurance; and* *Safety Promotion.*								
Review Previous Targets and set or Continue Targets								
Report Targets to NTD, ALDOT, Mobile MPO								
Make any necessary adjustments to PTASP								
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This will be a permanent record of the changes to the ASP over time.

Table 3: ASP Record of Changes

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. A clear record of changes and adjustments is kept for the benefit of safety plan performance management and to comply with Federal statutes.

D PTASP Maintenance – 673.11(a)(2); (c)

The Wave will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as The Wave continues to develop and refine our SMS implementation.

E PTASP Documentation and Recordkeeping – 673.31

At all times, The Wave will maintain documents that set forth our ASP, including those related to the implementation of The Wave's SMS, and results from SMS processes and activities. The Wave will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or ALDOT. The Wave will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires all public transportation providers that must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the National Transit Database (NTD). The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (state of good repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) are required to be reported by mode as shown in Table 4.

Table 4: NSP Safety Performance Measures

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents baseline numbers for each of the performance measures. The Wave collected the past five (5) years of reported data to develop the averages listed in the table.

Table 5: Baseline 2022 Safety Performance Measures

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0.00000%	0	0.000000%	0	0.000000%	22,995
Demand Response	0	0.00000%	0	0.000000%	0	0.000000%	32,066

**rate = total number for the year/total revenue vehicle miles traveled*

While safety has always been a major component of The Wave's operations, the adoption of this ASP will result in a number of changes across all aspects of the organization. The SPTs set in Table 6 and table7 reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

Table 6: Fixed Route (Bus) Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	22,995	22,995

**rate = total number for the year/total revenue vehicle miles traveled*

Table 7: Demand Response Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	32,066	32,066

**rate = total number for the year/total revenue vehicle miles traveled*

As part of the annual review of the ASP, The Wave will reevaluate our SPTs and determine if they need to be refined. As more data is collected as part of the SRM process discussed later in this plan, The Wave may begin developing safety performance indicators to help inform management on safety related investments.

G Safety Performance Target Coordination – 673.15(a)(b)

The Wave will make our SPTs available to ALDOT and the Mobile MPO to aid in their respective regional and long-range planning processes. To the maximum extent practicable, The Wave will coordinate with ALDOT and the MPO in the selection of State and MPO SPTs, as documented in the Interagency Memorandum of Understanding (MOU), to the maximum extent practicable.

Each year during the FTA Certifications and Assurances reporting process, The Wave will transmit any updates to our SPTs to both the Mobile MPO and ALDOT (unless those agencies specify another time in writing).

4 SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, the FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, The Wave is adopting SMS as the basis for directing and managing safety and risk at our agency. The Wave has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level in service delivery.

SMS is comprised of four basic components – SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

Figure 2: Safety Management Systems



Implementing SMS at The Wave will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. The Wave has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, The Wave will identify SMS roles and responsibilities, key stakeholder groups and key staff to provide support to this process. The Wave will also ensure that these key staff receive SMS training, develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress with the City Council and planning partners.

A Safety Risk Management – 673.25

By adopting this ASP, The Wave is establishing the SRM process shown in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement The Wave's SMS.

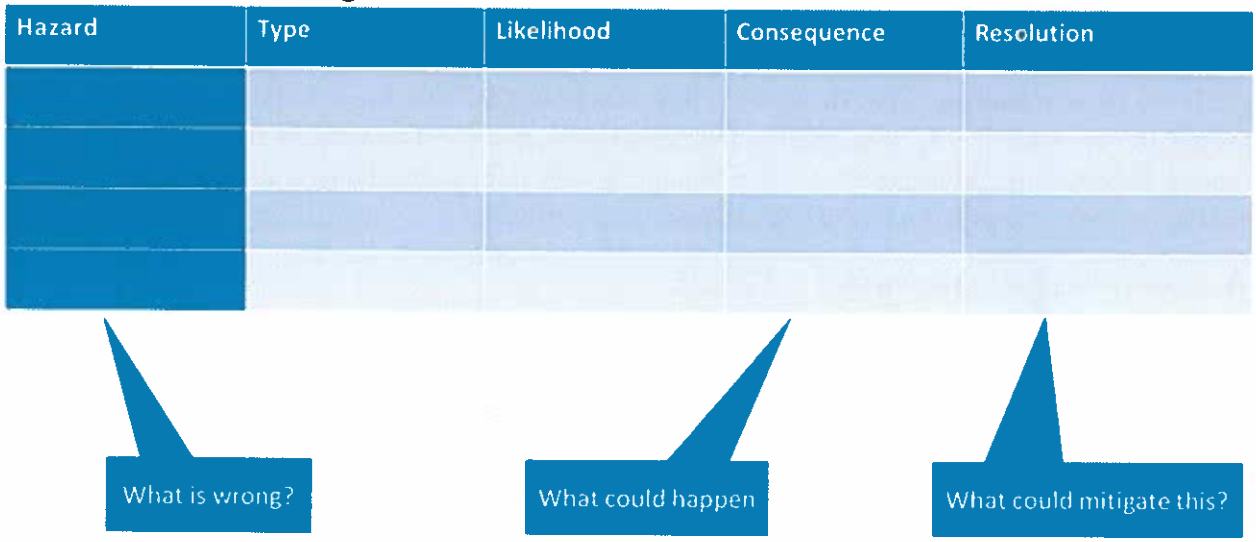
Figure 3: Safety Risk Management Process



The implementation of the SRM component of the SMS will be carried out over the course of the next year through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into the agency's SOPs.

The SRM is focused on implementing and improving actionable strategies that The Wave has undertaken to identify, assess and mitigate risk. The creation of a risk register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is shown in Figure 4.

Figure 4: Draft Risk Register



As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps The Wave is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

Safety Hazard Identification – 673.25(b)

The Wave has a *System and Security Emergency Preparedness Plan (SSEPP)* (Appendix A, Table 8 shows the document name, file name, and date of adoption) in place to help inform employees on how to identify safety and operational risks prior to, during, and after operations. This assessment is based on operator evaluation. Employees are required to report any possible safety and/or operating hazards to dispatch and their supervisor and await further instruction. This assessment protocol is provided in Section 5 (System Security), specifically Sub-Sections 5.7 – 5.11. To ensure compliance with 49 CFR Part 673, The Wave is working to implement the following SRM.

The Wave's SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a Hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out of the norm conditions that need special attention or immediate action, new procedures or training to resolve a condition that is unacceptable and return conditions to an acceptable level. The Wave uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, The Wave ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that The Wave has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors report the identified hazard to the Risk Manager for entry into the risk register for risk assessment, classification and possible mitigation.
- Standard reporting forms (e.g. *Pre- and Post-Trip Inspection Forms* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operational and maintenance employees. The Wave *System Safety Program Plan* (Appendix A, Table 8 show the document name, file name, and date of adoption) contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- The Wave uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and so that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through and anonymous suggestion box or anonymous online reporting form, or other secure mechanisms.
- The Risk Manager, risk management personnel and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
    - ESRP
    - Inspections of personnel job performance, vehicles, facilities and other data
    - Investigations of safety events
    - Safety trend analysis on data currently collected
    - Training and evaluation records
    - Internal safety audits
    - External sources of hazard information could include:

- FTA and other federal or state authorities
- Reports from the public
- Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the Risk Manager in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories imply different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation

II Safety Risk Assessment – 673.25(c)

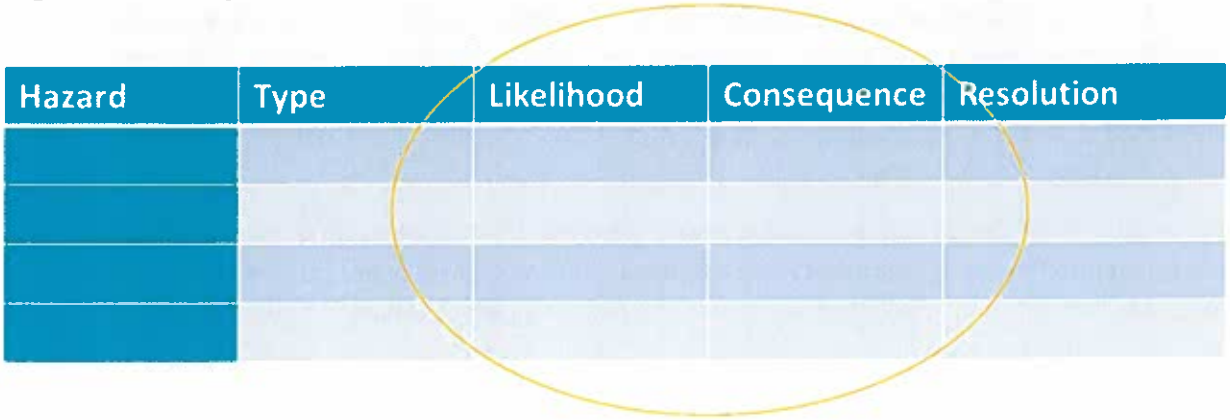
The Wave currently uses Assessment Forms to conduct both a *Capabilities Assessment* and a *Threat and Vulnerability Assessment*, with a similar framework for assessing risks and threats with reference to security for the transportation system. These assessment forms and procedures can be found in Sections 5.7-5.10 of the SSEPP and shows specific threats, the threat's likelihood, impact on transportation assets and system and provides a vulnerability index based on this assessment.

As part of the new SRM process, The Wave has established methods to assess the likelihood and severity of the consequences of identified hazards, and prioritize the hazards based on the safety risk. The process continues the use of the risk register to address the next two components.

To accurately assess a risk, The Wave may need to perform an investigation. The Wave currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure can start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources, including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also takes into account any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as shown in Figure 5.

Figure 5: Safety Risk Assessment Steps in Populating the Risk Register



The risk assessment is conducted by the CSO and their risk management team through the safety committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one shown in Figure 6, that allows the safety team to visualize the assessed likelihood and severity to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

Figure 6: Safety Risk Assessment Matrix

RISK ASSESSMENT MATRIX				
SEVERITY / LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that The Wave will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the Risk Manager enters the hazard assessment into the risk register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the Risk Manager and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. In this step, the goal is to avoid or eliminate the hazard or, when elimination is not likely or feasible, reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

Figure 7: Risk Register Mitigation Component

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the Risk Manager, through the safety committee, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous risk register entries and their documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g. roadway construction by an outside agency), information and input from external actors or experts may also be sought in order to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the risk register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the risk register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B Safety Assurance – 673.27 (a)

Safety Assurance means processes within The Wave SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure a) the implementation and effectiveness of safety risk mitigation, and b) The Wave meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting The Wave's critical safety objectives and contributing towards SPTs.

1 Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in The Wave SA program, The Wave collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. The Wave currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, The Wave will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

The Wave monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with The Wave SOPs through direct observation and review of information from internal reporting systems such as the ESRP.

The Wave addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions including revision of training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then

activities may include supplemental individualized training, coaching, and heightened management oversight, among other approaches.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Department heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor operations and to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The risk manager will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II Safety Event Investigation – 673.27(b)(3)

The Wave currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event to identify actionable strategies that The Wave can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

The Wave's current investigation process (based on the SSEPP incident management guidelines) meets current local, state and federal procedural guidelines and requirements, but relies heavily on existing available supporting materials (e.g. driver and witness statements, supervisor reports, police reports, camera footage and electronic device recordings and records, photographs, analysis reports, etc.). Over the next year, The Wave will begin to develop additional investigative documentation focused on systemic causal factors to better inform the SRM process. The investigation procedure will start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation documentation procedures as well as risk/hazard investigation procedures. These procedures will be used to investigate risks/hazards identified from multiple sources including *Employee Grievances.*

Hazards identified through the investigative process, including previous mitigation in place at the time of the safety event, will be submitted to the SRM process, analyzed, evaluated and, if appropriate, assigned for mitigation and resolution.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, The Wave monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event, to the SRM process to be analyzed, evaluated and, if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, The Wave is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; other industry trends; or other indicators as appropriate.

C Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that The Wave will implement and how safety related information will be communicated.

1 Safety Competencies and Training – 673.29(a)

The Wave provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to each employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, The Wave conducts the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and their safety related responsibilities.
- Assessment the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions (The Wave is not subject to the requirements under 49 CFR Part 672, but will review the training requirements to understand what training is being required of other larger agencies in the event they might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.

- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Include expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II Safety Communication – 673.29(b)

The Wave regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3AI) or other means.

The Wave reports any safety related information to the Technical Coordinating Committee / Citizen's Advisory Committee at the regular meetings of these committees and will begin including safety performance information. In addition, The Wave holds regularly scheduled meetings with drivers to ensure that any safety related information is passed along that would affect the execution of the driver's duties. The Wave also posts safety related and other pertinent information in a common room for all employees.

The Wave will begin systematically collecting, cataloging and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how and to whom, The Wave will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action they must take as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, The Wave will review our current communications strategies and determine if others are needed. As part of this effort, The Wave has conducted, and will continue to conduct, a safety culture survey to understand how safety is perceived in the workplace and what areas The Wave should be addressing to fully implement a safety culture at our agency.

5 APPENDIX A

Table 8: PTASP Supporting Documents

File Name	Revision Date	Document Name	Document Owner
2018 EEO Update-Final	May 2018	Equal Employment Opportunity Program Update	Wave Transit System
Employee Performance Code	April 2005	Employee Performance Code	Wave Transit System
Employee Personnel Manual	Oct. 2018	Employee Personnel Handbook	Wave Transit System
Best Management Practice Plan-HAZ	December 2021	Best Management Practices Plan	Wave Transit System
Key Performance Indicators-Maintenance	September 2022	Various different documents	Wave Transit System
Maintenance Plan Revised May 2019	December 2021	The Wave Transit System Maintenance Plan	Wave Transit System
SPCC Plan	May 2017	Spill Prevention Control and Countermeasure Plan	Wave Transit System
Maintenance	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union - Local #770	Wave Transit System
Operations	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union- Local #771	Wave Transit System
Key performance indicator, operations (folder)	May 2019	6 spreadsheets for March through May 2019	Wave Transit System
Communications - detours	June 2019	Wave Transit System Detour Procedures	Wave Transit System
Complaints	June 2019	Complaints/Compliments Procedure	Wave Transit System
Employee grievance procedures	June 2019	Grievances and Grievance Procedures	Wave Transit System
lost and found	June 2019	Lost and Found Policies and Procedures for The Wave Transit System	Wave Transit System
Service Standards-Operational Procedures	June 2019	The Wave Transit System Operational Procedures	Wave Transit System
The MOBILITY operating procedures	June 2019	The Mobility Operating Procedures - description of operating procedures and policies for complementary ADA paratransit service (MAP)	Wave Transit System

The Wave Transit System

File Name	Revision Date	Document Name	Document Owner
Wave Route Guides	May 2022	Folder of route maps and schedules	Wave Transit System
2018 Procurement Manual-REV 1-FINAL	November 2021	Policies & Procedures Procurement Manual	Wave Transit System
2022-25-10 - ORGANIZATION CHART- UPDATE	October 2022	Organization Chart for The Wave Transit System	Wave Transit System
Agency Description, Location and Governing Authority	2018	Section A - Recipient Profile	Wave Transit System and FTA
City of Mobile FY 2018 Triennial Review Draft Report	September 2018	Federal Transit Administration FY 2018 Triennial Review - Draft Report	Wave Transit System and FTA
Long Range Transportation Plan	July 2022	Mobile Area Transportation Study (MATS) Metropolitan Planning Organization (MPO) Amendment to the Destination 2040 Long Range Transportation Plan as it pertains to the I-10 Mobile River Bridge	South Alabama Regional Planning Commission (SARPC)
MOBILE Wave Transit TDP Final Report	September 2014	Transit Development Plan Mobile Wave Transit	Wave Transit System and SARPC
Short Term Transit Plan	November 2020	Proposed Funding Sources Fiscal Year 2020	Wave Transit System
Transit Asset Management Plan (2018)	September 2022	Transit Asset Management Plan	Wave Transit System
FY accident-incident totals (folder)	2022	Folder containing 3 collision/incident reports	Wave Transit System
Instructor Manuals (Folder)	2009	Transportation Safety Institute - Vehicle Operations Instructor Guide - Bus Operator Training Program	Federal Transit Administration
2018 Hurricane Plan-REV 09-2018	June 2022	2018 Hurricane Manual	Wave Transit System
2019 WTS Cyber Security Policy	July 2021	Information Technology Cyber Security Policy	Wave Transit System
D&A Policy Revised - 04-20-2015	May 2021	Drug and Alcohol Policy	Wave Transit System
Emergency Action Plan	September 2007	Emergency Action Plan	Wave Transit System
Road Training Guidelines	January 2009	Instructor's Guide to Road Training Guidelines	U. S. Department of Transportation Safety Institute

File Name	Revision Date	Document Name	Document Owner
Safety Program	November 2022	System Safety Program Plan	Wave Transit System
Wave Transit System SSEP	June 2015	System and Security Emergency Preparedness Plan	Wave Transit System
Routes	June 2019	Route # and Name	Wave Transit System

A Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: means specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their

performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B Additional Acronyms Used

ALDOT Alabama Department of Transportation

ASP Agency Safety Plan

ESRP Employee Safety Reporting Program

FAST Act Fixing America's Surface Transportation Act

MAP-21 Moving Ahead for Progress in the 21st Century

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

NTD National Transit Database

SSEPP System and Security Emergency Preparedness Plan

SOP Standard Operating Procedure

The Wave The Wave Transit System

The City or City City of Mobile, Alabama

6 APPENDIX B

A City Council Minutes or Resolution

60-519 **RESOLUTION**

2020

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED: JUL 14 2020

CITY CLERK

7 APPENDIX C

A A City Council Minutes or Resolution

Reserved for pending resolution

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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 Geico Insurance Company as subrogee of their insured Tujuanna Haynes

Amount of Contract:

n/a

Effective Date of Contract:

2/14/2023

Funding Source

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

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 - Haynes	Resolution Letter	1/30/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/30/2023 - 12:38 PM
			1/30/2023 -

Legal	Kern, Chris	Approved	12:49 PM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 3:24 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Geico Insurance Company as Subrogee of their insured Tujuanna Haynes, 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\D027\P005\00113528.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
City Council

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	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 2:09 PM

AN ORDINANCE REPEALING CHAPTER 28, ARTICLE VI OF THE MOBILE CITY CODE AND DISSOLVING THE "BLUE RIBBON AFFORDABLE HOUSING AND NEIGHBORHOOD REVITALIZATION COMMISSION"

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, and Gregory

WHEREAS, the City Council has determined that the "Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission" previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council and Administration commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the Blue Ribbon Affordable Housing and Neighborhood Revitalization Commission.

Section 1: Chapter 28, Article VI of the Mobile City Code, §§ 28-71 through 28-77 as currently codified, and originally enacted as Ordinance Number 28-042-2019 on or about December 31, 2019, is hereby REPEALED.

Section 2: All ordinances, resolutions, orders, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
City Council

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	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 2:12 PM

AN ORDINANCE DISSOLVING THE "CITIZENS' ADVISORY COMMITTEE ON CONTRACTING OPPORTUNITIES FOR SMALL BUSINESS AND MINORITY OWNED FIRMS"

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

WHEREAS, the City Council has determined that the "Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms" previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms.

Section 1: Ordinance 09-003-2015, establishing the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms and adopted on or about January 20, 2015 is hereby REPEALED and the Citizens' Advisory Committee on Contracting Opportunities for Small Business and Minority Owned Firms is hereby DISSOLVED.

Section 2: All ordinances, resolutions, orders, amendments, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
Michael Linder, Council Attorney

Sponsored by:
City Council

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	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/9/2023 - 2:15 PM

AN ORDINANCE DISSOLVING THE "CITY OF MOBILE CITIZEN'S BUDGET AND FINANCE ADVISORY COMMITTEE"

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

WHEREAS, the City Council has determined that the "City of Mobile Citizen's Budget and Finance Advisory Committee" previously established by the City Council is now defunct, not meeting regularly, or else no longer serving in a significant role as an advisory body to the City Council commensurate with resources expended on its operation and;

WHEREAS, the City Council generally wishes to reduce the number of advisory boards and commissions established by the City of Mobile in order to simplify operations and conserve resources;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted dissolving the City of Mobile Citizen's Budget and Finance Advisory Committee.

Section 1: Ordinance 09-010-2012, establishing the City of Mobile Citizen's Budget and Finance Advisory Committee and adopted on or about May 8, 2012 is hereby REPEALED and the City of Mobile Citizen's Budget and Finance Advisory Committee is hereby DISSOLVED.

Section 2: All ordinances, resolutions, orders, amendments, or parts thereof in conflict with or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, repealed.

Section 3: This Ordinance shall take effect immediately upon its adoption and publication as required by law.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

City Council

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	2/9/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Nicholas Amberger, Engineering

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Department of Environmental Management (ADEM) and funded by the Gulf of Mexico Energy Security Act (GOMESA) in the amount of $210,000.00 for the Litter Trap Fund Program. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $210,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/7/2023 - 3:50 PM
Legal	Kern, Chris	Approved	2/8/2023 - 1:58 PM
Legal	Kern, Chris	Approved	2/8/2023 - 1:59 PM
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:55 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, ALABAMA, that the Mayor is authorized to apply, accept, and receive a grant subaward from the Alabama Department of Environmental Management (ADEM), funded by the Gulf of Mexico Energy Security Act (GOMESA), in the amount of $210,000.00 for their Litter Trap Fund Program. 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 the Alabama Department of Environmental Management (ADEM) or GOMESA. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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
FD D1	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 1:50 PM

R E S O L U T I O N

Sponsored by: Councilmember Penn

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:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar #28882 4726 Moffett Road Mobile, AL 36618

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 5555

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #28882

Location: 4726 MOFFETT ROAD STREET MOBILE AL 36618

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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 5555

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #28882

Location: 4726 MOFFETT ROAD STREET MOBILE AL 36618

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5555

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FAMILY DOLLAR STORES OF ALABAMA 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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #28882

LOCATED AT: 4726 MOFFETT ROAD STREET MOBILE AL 36618

☐ 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: MELANIE MATHIS PHONE#: 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5555

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER, HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #28882***

Location 4726 MOFFETT ROAD MOBILE AL 36618

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #28882 License No# 010062149

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? VARIETY 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?

YES ... SEE ATTACHED SHEET

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** Barbara Vernon 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** Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE**_____

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of January Year 2023

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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: Bus: 757.698.7582

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 8033

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 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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER, HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SOUTHERN BUYERS GROUP LLC 251-342-7229

Address of Property Owner/Lessor: 1 ST LOUIS STREET STE 4100 MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BV

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC,
Full Name of Principal

56-1234186, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Barbara Vernon
Full Name

of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address

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:

Anything pertaining to alcohol licensing for locations in Mobile, AL

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 me at any time, and shall automatically be revoked upon my death, 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.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY §
~~Parish~~ of CHESAPEAKE)

On this 31 day of JANUARY, in the year 2023 before me
RHONDA ADAMS, a notary public, personally appeared
HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

R. Adams
Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478759
Owner Name	FAMILY DOLLAR STORES OF ALABAMA 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

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031957-0006 SHAWN S. 01/31/2023 08:53AM

BUSINESS LICENSE
FAMILY DOLLAR STORES OF ALABAMA LLC
94132
2023 Item: 1478759 -
ALCOHOL APPLICATION
FEE 50.00

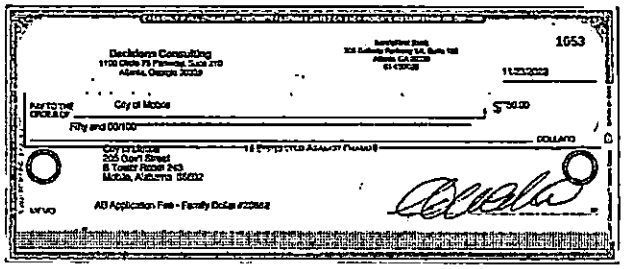
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 1653

Change due 0.00

Paid by: FAMILY DOLLAR STORES OF ALABAMA LLC



Thank you for your payment

CUSTOMER COPY

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Jennifer Lee Tackett
Notary Public

My Commission Expires: 1/31/25

(SEAL)

Adding Beer and Wine to Current Tobacco Permit

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220421081228382

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: FAMILY DOLLAR 28882 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 4726 MOFFETT ROAD MOBILE, AL 36618

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 01/27/2016 **State incorporated:** VA **County Incorporated:**

Date of Authority: 02/03/2016

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 680010495

Name:	Title:	Date and Place of Birth:	Residence Address:
HARRY R SPENCER	ASSISTANT SECRETARY	02/10/1979 CHICAGO IL	
ROGER W DEAN	SENIOR VICE PRESIDENT	10/17/1971 ROANOKE VIRGINIA	
PETER A BARNETT	PRESIDENT	11/20/1962 CHICAGO IL	

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: LICENSING DEPT **Home Phone:** 757-698-7582
Business Phone: 251-283-6983 **Cell Phone:**
Fax: **E-mail:** ab-licensing@dollartree.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMIILY DOLLAR 28882
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-010062149
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220421081228382

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SOUTHERN BUYERS GROUP LLC 251-342-7229
What is lessors primary business? REAL ESTATE
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: 8865 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: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 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:
HARRY R SPENCER	DUI APRIL 2005	VIRGINIA BEACH VA	PPAID FINE

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220421081228382

Signature page

Initial each	
[HG]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[HG]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[HG]	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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[HG]	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.
[HG]	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.
[HG]	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): Harry Spencer

Signature of Applicant: [HG]

Notary Name (print): Jennifer Lee Tackett

Notary Signature: Jennifer Lee Tackett

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Commission expires: 1/31/25

Application Taken: 4/21/2022 **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:**

INFORMATION SHEET

Contact Person: James Balli **Phone #:** 678-336-7240

Business Name: Family Dollar #28882

Corporation Name: Family Dollar Stores of Alabama, LLC

Business Address: 4726 Moffett Road, Mobile, AL 36618

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. S598649-4 **County** Richmond ;
(Enter book and page or document info)
Date 02/03/2016
(Incorporation or Authority)

Is business equipped with table & chairs? N/A **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? N/A **If yes explain:**

Square Feet of building 8,855 sq.ft.

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event .

IF OPERATING AS A PRIVATE CLUB: N/A

⇒ **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): Family Dollar Stores of Alabama, 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 (*First, Middle, Last*) Peter Allan Barnett

Social Security # Race: White Sex: (X)M ( )F

Driver License# State Virginia

Title (*i.e. Owner, President, Member*) President

Date of Birth 11 / 20 / 1962

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Years Home# 757-321-5000 Cell#

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # Race: Black Sex: (X)M ( )F

Driver License State VA

Title (*i.e. Owner, President, Member*) Assistant Secretary

Date of Birth 02 / 10 / 1979

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address: 5(
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Years Home# 757-321-5000 Cell#

Full Name (*First, Middle, Last*) Roger Wayne Dean

Social Security #_____ Race: White Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) Vice President

Date of Birth 10 / 17 / 1971

Place of Birth Roanoke Virginia USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 Years Home# 757-321-5000 Cell#_____

****

Full Name (*First, Middle, Last*) N/A

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"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Harry Spencer /	April 2005 /	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Director of Contracts — Signature & Title — **Date:** 8/4/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Southern Buyers Group, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 1 St. Louis St. Suite 4100, 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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8795
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-7683
DOB: 11-28-1957

Sandra L. Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-4041
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8132
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-9245
DOB: 09/14/1970

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

October 1, 2021

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of.

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016,

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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.

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.

Alabama
Sec. Of State
Entity Change
056-230
Date 2/03/2016
Time 15:08
160203 24 Pg
File $150.00
Achn $.00
Exp $100.00
Total $250.00
04/032

(For SOS Office Use Only)

INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6)-digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

(For County Probate Court Office Use Only)

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation	___ Limited Partnership (LP)
___ Nonprofit Corporation	___ Limited Liability Limited Partnership (LLLP)
___ Professional Corporation (PC)	___ Employee Cooperative Corporation
___ Limited Liability Company (LLC)	___ Real Estate Investment Trust
___ Registered Limited Liability Partnership (LLP)	

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, LLC.

The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov).

5. Street (**No PO Boxes**) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ **OR**

   Organization/Entity Name: C T Corporation System

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (No PO Boxes) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104

   Mailing Address in Alabama (if different)_____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975*.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

1691080070

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

1601080070

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L Wampler

Name: Kevin Wampler

Title: Executive Vice President and Chief Financial Officer

16610890978

Exhibit A

Plan of Entity Conversion

(See attached)

1601080870

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

160108079

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

16910800070

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

1601080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

160108079

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

160160052

ARTICLES OF DOMESTICATION OF
FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

1001000652

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 22 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

19819695

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

19910909652

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1991069952

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

1601068652

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 11, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1991000852

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

1001999952

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: Kevin A Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160109052

0800591 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck
Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephen G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas. & Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April, A.D. 1979.

H.B. Machen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of:

D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen	844 Clemont Avenue #5 Atlanta, Ga. 30306	30
G.F. Robinson	4061 Indian Manor Drive Stone Mountain, Ga. 30083	30
J. Rausher	2397 Woodridge Drive Decatur, Ga. 30033	40

Dated April 6, 1979.

3. The said P.B. Machen, G.P. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan
D.A. Sullivan

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6th day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
APR 10 2 50 PM 1979
JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555582 8:10 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in
Book CORP 015
Page 0273-0279
Judge of Probate

Alabama Secretary of State

[redacted]	Family Dollar Stores of Alabama, LLC
Entity ID Number	056 - 230
Entity Type	Foreign Limited Liability Company
Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Status	Exists
Place of Registration	Virginia
Formation Date	4-10-1979
Qualify Date	2-3-2016
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	DRY GOODS
Capital Authorized	$1,000
Capital Paid In	$1,000

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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

Transactions

Transaction Date	4-26-1979
Registered Agent Changed From	Not Provided
Transaction Date	10-18-1982
Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
Transaction Date	12-17-1997
Legal Name Changed From	Family Dollar Stores of Tarrant, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Alabama, Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
Transaction Date	12-17-1997
Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
Transaction Date	7-14-2010
Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	1-14-2015
Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
Transaction Date	2-3-2016
Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
Transaction Date	2-3-2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	2-3-2016
Member/Shr Activity	*Removed MACHEN, P B
Transaction Date	2-3-2016
Member/Shr Activity	*Removed RAUSHER, J
Transaction Date	2-3-2016

[redacted]	Family Dollar Stores of Alabama, LLC
Member/Str Activity	*Removed ROBINSON, G F
Transaction Date	2-3-2016
Miscellaneous Filing Entry	CONVERSION FROM D/C FILED
Transaction Date	2-3-2016
Place of Formation Changed	from Montgomery County to Virginia
Transaction Date	6-6-2017
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	6-6-2017
Agent Mailing Address Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
[redacted]	Scanned Documents
[redacted]	Purchase Document Copies
Document Date / Type / Pages	4-10-1978 Certificate of Formation 7 pgs.
Document Date / Type / Pages	10-18-1982 Registered Agent Change 1 pg.
Document Date / Type / Pages	12-17-1997 Merger 6 pgs.
Document Date / Type / Pages	7-14-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	1-14-2015 Registered Agent Change 1 pg.
Document Date / Type / Pages	2-3-2016 Conversion 24 pgs.
Document Date / Type / Pages	6-6-2017 Registered Agent Change 2 pgs.
[redacted]	

Browse Results | New Search

[redacted]

THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS DESIGNATED AS A MERGING CORPORATION WITH AND INTO FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUEYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: 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).

Retail Beer Off-Premises and Retail Table Wine Off-Premises
(Type of alcoholic beverage license)

To be used in a/an Retail/Grocery
(Type of business)

Family Dollar Stores of Alabama, LLC
(Name of applicant whether individual, corporation, etc.)

4726 Moffett Road
(Location address for application)

Mobile	AL	36618
City	**State**	**Zip**

8,855 sq.ft.
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development 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.

****

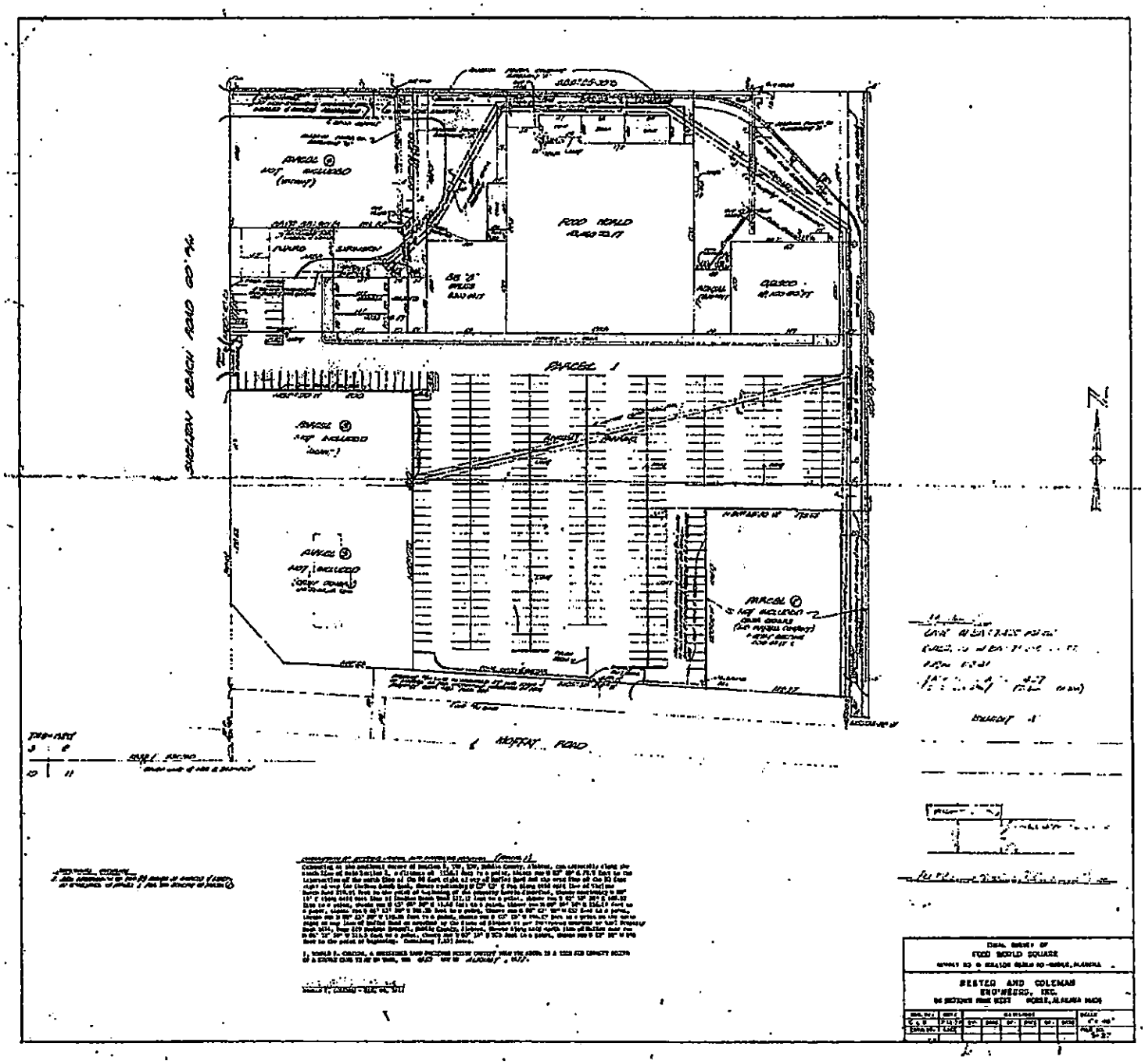
URBAN DEVELOPMENT DEPARTMENT

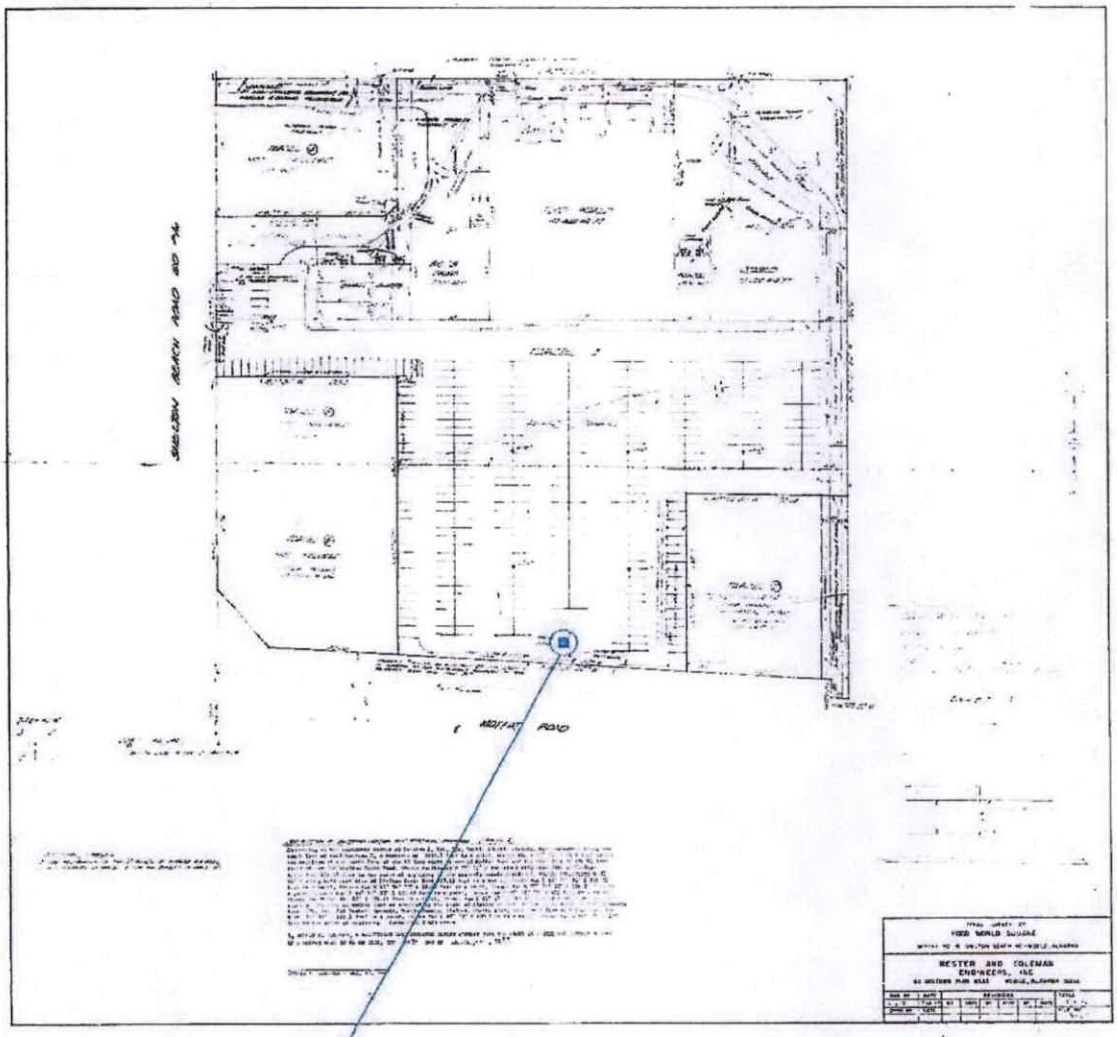
Zoning B-2 **Parking Provided** 22

Parking Required 22 **Compliance:** ✓ **Yes** _____ **No**

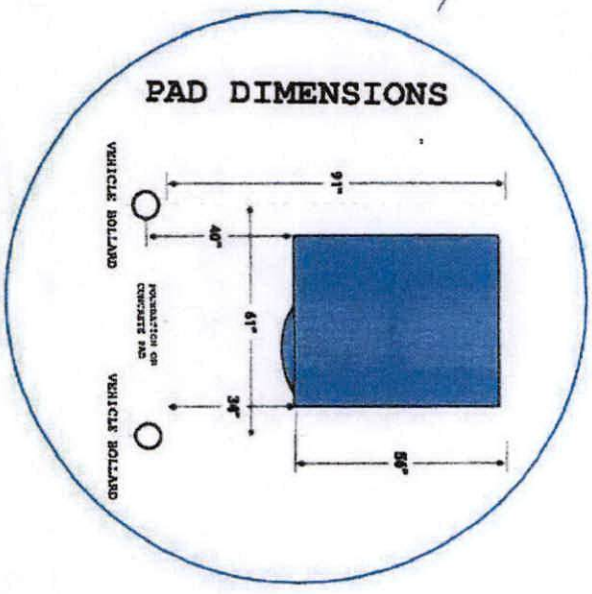
_____ 02/06/2023

(Signed by Urban Development Dept) **Date**

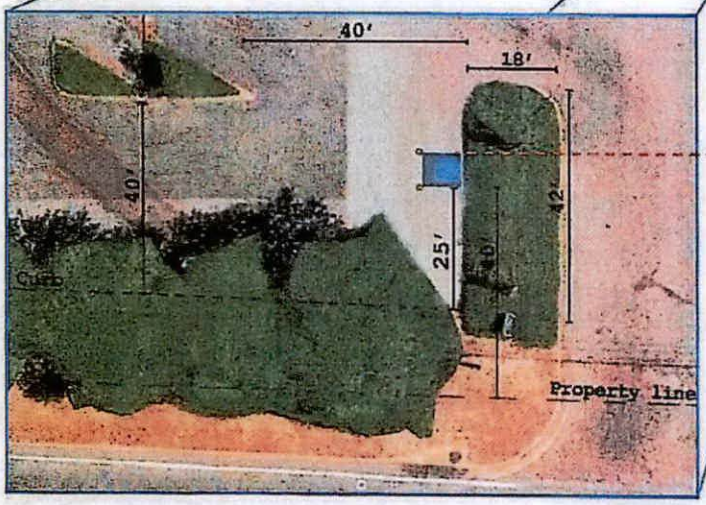

PARCEL 1
FOOD WORLD
MOFFAT ROAD
SHELLEY BEACH ROAD
N



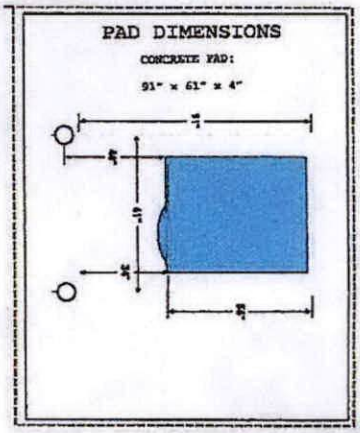
Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)

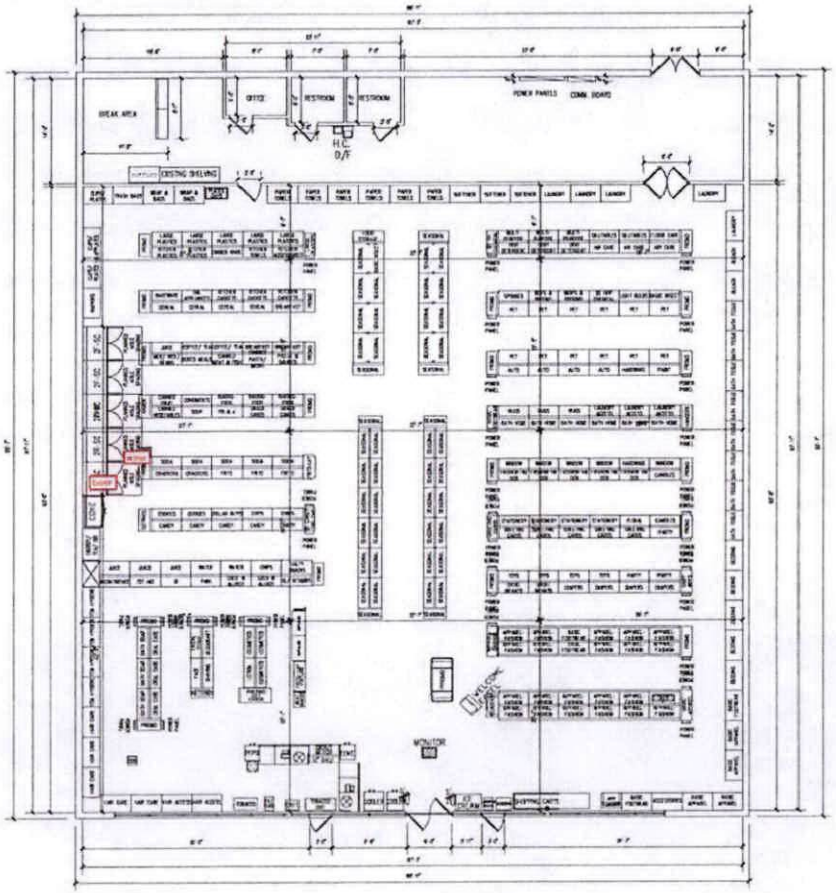






Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)





KNEE WALL @ 3'-6" A.F.F.
GLASS TO X'-X" ABOVE KNEE WALL

STORE NUMBER	LOCATION	TOTAL SQ FT	SALES SQ FT	USABLE STOCK SQ FT	CEILING HEIGHT	SECTION COUNT	SURVEY COMPANY	SURVEYED BY	DATE DRAWN
08882	MOBILE, AL	8,855	7,285	913	11'-06"	XXX	WIS	WIS	10/26/2021

CONFIDENTIAL - FAMILY DOLLAR USE ONLY

SURVEY PLAN

SENIOR PROJECT SUPERVISOR
ANY QUESTIONS CONCERNING FIXTURES AND/OR ADJACENCIES PLEASE EMAIL PMISSUE@FAMILYDOLLAR.COM

SURVEY NOTES

REVISIONS

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 574-8534)

BEG BEING LOT 1 BEG NE COR OF LOT 4 FOOD WORLD SQ SUB MBK 28 P 72 E 515 FT-S- S 675 FT-S- NWLY 15 FT-S- N 20 FT-S- NWLY 20 FT-S- N 202.75 FT W 149.24 FT-S- 194.17 FT NWLY 325 FT-S- N 300 FT W 200 FT N 177 FT-S- E 186.52 FT NELY 19.40 FT N 136.28 FT TO PT #SEC 02 T4S R2W #MP28 01 02 3 000

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC ~~who~~ has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 13 day of Sept, 20 22

Donna T. Allsup
Notary Public

Property Owner — Sept. 13, 2022
Date

8/17/26
My Commission Expires

Licensee — Date

STATE OF ALABAMA NOTARY PUBLIC

DONNA T. ALLSUP
My Commission Expires
August 17, 2026

Store No. 28882 – Mobile, AL

STATE OF ALABAMA AMENDED AND RESTATED LEASE AGREEMENT

COUNTY OF MOBILE

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into this 4TH day of August, 2022, by and between SOUTHERN BUYERS GROUP, LLC, an Alabama limited liability company, successor in interest to Moffat Road Shopping Center, LLC, an Alabama limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF ALABAMA, LLC, a Virginia limited liability company, successor in interest to Family Dollar Stores of Alabama, Inc., an Alabama corporation ("Tenant").

WITNESETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated April 28, 2011, as amended by that certain First Amendment to Lease Agreement dated July 14, 2011, and that certain Second Amendment to Lease Agreement dated August 4, 2020 (collectively, the "Lease"), with respect to a certain premises situated in the Landlord's shopping center (the "Shopping Center") located on the north side of Moffat Road, east of its intersection with Shelton Beach Road, in the City of Mobile, County of Mobile, State of Alabama, as more particularly described in the Lease (the "Demised Premises"), and identified by Tenant as Store #28882 (formerly Store #8882); and

WHEREAS, the current term of the Lease, being the first extended term, expires June 30, 2026; and

WHEREAS, Tenant has two (2) remaining options to extend the term of the lease for the second extended term and the third extended term, respectively, each such extended term being for a period of five (5) years; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the term of the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. AMENDED AND RESTATED LEASE. The Lease is hereby amended and restated in its entirety, and all of the terms and provisions of the Lease, as amended, hereby incorporated herein and made a part hereof, as though fully set forth herein, except as otherwise indicated herein below.

2. EXTENSION OF THE TERM OF THE LEASE. The current term of the Lease, being the first extended term, is scheduled to expire on June 30, 2026. Landlord and Tenant hereby agree that the first extended term is extended through the second extended term, which second extended term shall commence July 1, 2026 and expire June 30, 2031, and that this Amendment satisfies any notice requirement of the Lease. Further, the Lease is hereby amended by the grant to Tenant by Landlord of one (1) additional option to extend the term of the Lease for a period of five (5) years, the "fourth extended term", such fourth extended term commencing, if Tenant does

INITIAL HERE

not cancel the same as provided in the Lease prior to the automatic renewal of the Lease for such respective automatic lease term as set forth in Paragraph 6 of the Lease, July 1, 2036 and expiring June 30, 2041.

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.

3. FIXED RENT. Notwithstanding anything in the Lease or this Amendment to the contrary, fixed rent for the period of the first extended term as set forth below, the second extended term, and, if Tenant does not cancel the same as provided in the Lease prior to the automatic renewal of the Lease for such respective automatic lease term as set forth in Paragraph 6 of the Lease, the third extended term and the fourth extended term, respectively, shall be as set forth in the rent schedule below:

First Extended Term	Fixed Rent
July 1, 2021 – June 30, 2026	$3,990.17/Month ($47,882.00 Per Annum)
Second Extended Term	**Fixed Rent**
July 1, 2026 – June 30, 2031	$4,465.45/Month ($53,585.04 Per Annum)
Third Extended Term	**Fixed Rent**
July 1, 2031 – June 30, 2036	$5,434.92/Month ($65,219.04 Per Annum)
Fourth Extended Term	**Fixed Rent**
July 1, 2036 – June 30, 2041	$5,978.41/Month ($71,740.92 Per Annum)

4. USE OF THE PREMISES. Paragraph 3 of the Lease is hereby amended by adding the following:

"Tenant may, in its sole discretion, sell alcoholic beverages for off-premises consumption at the Demised Premises as part of Tenant's use as a variety store, discount store, dollar store or variety discount store, provided that Tenant complies with all applicable laws and regulations for the sale of such alcoholic beverages. Landlord will, at no expense to Landlord, cooperate with Tenant to obtain any governmental permits and approvals needed for Tenant to sell alcoholic beverages at the Demised Premises. Landlord covenants and warrants that no restriction on the sale of alcoholic beverages, food, non-alcoholic beverage, or other items permitted by Tenant's use as set forth herein exists, either in title restrictions affecting the Shopping Center property or in any leases on the Shopping Center property. For the purposes of clarification, and not limitation, with respect to Tenant's use of the Demised Premises, Landlord agrees and acknowledges that Tenant's use may, at Tenant's sole option, include the sale of: food and beverage items; beer, wine and other alcoholic beverages; and tobacco, tobacco products and smoking cessation products."

5. NOTICES. Tenant's notice address in Paragraph 25 of the Lease shall be deleted and replaced with the following:

INITIAL HERE

As to Tenant:

Notices to: Family Dollar
Attention: Lease Administration Department
500 Volvo Parkway
Chesapeake, VA 23320
Telephone: (757) 321-5000
Reference: Store No. 28882

Billing/Invoices to: Family Dollar
500 Volvo Parkway
Department 300
Chesapeake, VA 23320
Reference: Store No. 28882

6. RECORDING. In order to evidence the terms of this Amendment, Landlord agrees to execute an updated memorandum of lease or a short form lease (collectively "Memorandum of Lease") reasonably acceptable to Landlord and Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the Demised Premises are located. Landlord also agrees to execute and deliver to Tenant any other affidavits, statements or documents needed to record the Memorandum of Lease.

7. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

8. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that Landlord is lawfully seized of the Demised Premises and has good, fee simple title thereto; and that no consent or approval of any mortgagee of the Demised Premises or any other entity is required for this Amendment to be a binding and enforceable obligation of Landlord, its heirs, successors and assigns.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease which are not modified or amended are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.

[SIGNATURE PAGE FOLLOWS]

INITIAL HERE

WITNESS:

Print Name: Nathan D Hardwick

LANDLORD

SOUTHERN BUYERS GROUP, LLC, an Alabama limited liability company

By: _____ (SEAL)
Name: Kamal Chhatwani
Title: Member

Date: 8/11/22

WITNESS:

Print Name: TRACEY F. DAYTON

TENANT

FAMILY DOLLAR STORES OF ALABAMA, LLC, a Virginia limited liability company

By: _____ (SEAL)
Christopher Williams
Senior Vice President

Date: August 4, 2022

INITIAL HERE

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.

9/13/22
Date

Owner of Property (Signature)

Nathan Hardwicke for Sutton Bayou Group, LLC
Print Name of Property Owner

1 St. Louis St. Suite 4100
Address

Mobile AL 36602
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.

Date

(See attached signed page)
Applicant's Signature

Print Name of Applicant

Address

City State Zip

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.

Date

See Attached
Owner of Property (Signature)

Print Name of Property Owner

Address

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.

09-13-2022
Date

Applicant's Signature

Harry Spencer
Print Name of Applicant

500 Volvo Pkwy
Address

Chesapeake, VA 23320
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 #	5555
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #28882
Business Address	4726 MOFFETT ROAD 36618
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/10/2023 - 9:07 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:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar #30152 408 N. Broad Street Mobile, AL 36603

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 5556

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #30152

Location: 408 NORTH BROAD STREET MOBILE AL 36603

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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(Type of License)

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This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5556

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FAMILY DOLLAR STORES OF ALABAMA 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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #30152

LOCATED AT: 408 NORTH BROAD STREET MOBILE AL 36603

☐ 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: MELANIE MATHIS **PHONE#:** 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5556

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER, HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #30152***

Location 408 NORTH BROAD STREET MOBILE AL 36603

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #30152 License No# 010417149

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? VARIETY 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?

YES ... SEE ATTACHED SHEET

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** Barbara Vernon 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** Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE** 01.31.2023

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of JANUARY Year 2023

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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: Bus: 757.698.7582

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 8033

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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER, HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SPIRIT MASTER FUNDING X LLC 972.476.1941

Address of Property Owner/Lessor: 2727 NORTH HARWOOD STE 300 DALLAS TX 75201

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BV

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC,
Full Name of Principal

56-1234186, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Barbara Vernon
Full Name

of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address

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:

Anything pertaining to alcohol licensing for locations in Mobile, AL

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 me at any time, and shall automatically be revoked upon my death, 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.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY §
~~Parish~~ of CHESAPEAKE)

On this 31 day of JANUARY, in the year 2023 before me RHONDA ADAMS, a notary public, personally appeared HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

R. Adams
Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

Business License & Taxes

Bill Detail

100024

View Bill

Bill Year	2023
Bill Number	1478612
Owner Name	FAMILY DOLLAR STORES OF ALABAMA 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

©2023 Tyler Technologies, Inc.

Adding Beer and Wine to Current Tobacco Permit

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220405140847348

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: FAMILY DOLLAR STORE 30152 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 408 N BROAD STREET MOBILE, AL 36603

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 01/27/2016 **State incorporated:** VA **County Incorporated:**

Date of Authority: 02/03/2016

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 680010495

Name:	Title:	Date and Place of Birth:	Residence Address:
HARRY R SPENCER	ASSISTANT SECRETARY	02/10/1979 CHICAGO IL	
ROGER W DEAN	SENIOR VICE PRESIDENT	10/17/1971 ROANOKE VIRGINIA	
PETER A BARNETT	PRESIDENT	11/20/1962 CHICAGO IL	

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: LICENSING DEPT **Home Phone:** 757-698-7582
Business Phone: 251-283-6986 **Cell Phone:**
Fax: **E-mail:** ab-licensing@dollartree.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMILY DOLLAR STORE 30152
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-010417149
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220405140847348

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SPIRIT MASTER FUNDING X LLC 972-476-1941
What is lessors primary business? REAL ESTATE
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: 8033 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: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 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:
HARRY R SPENCER	DUI APRIL 2005	VIRGINIA BEACH VA	PPAID FINE

Family Dollar #30152

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220405140847348

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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	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): Harry Spencer

Signature of Applicant:

Notary Name (print): Jennifer Lee Tackett

Notary Signature: Jennifer Lee Tackett

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Commission expires: 1/31/25

Application Taken: 4/5/2022 **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:**

Receipt Confirmation Page

Receipt Confirmation Number: **20220405140847348**

Application Payment Confirmation Number: 82847576

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$50.00	$150.00	$200.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	$125.00	$300.00	$425.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type:
Trade Name: **FAMILY DOLLAR STORE 30152**
Applicant Name: **FAMILY DOLLAR STORES OF ALABAMA LLC**
Location Address: 408 N BROAD STREET
MOBILE, AL 36603

Mailing Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320

Contact Person: LICENSING DEPT
Contact Home Phone: 757-698-7582
Contact Business Phone: 251-283-6986
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

INFORMATION SHEET

Contact Person: James Balli **Phone #:** 678-336-7240

Business Name: Family Dollar #30152

Corporation Name: Family Dollar Stores of Alabama, LLC

Business Address: 408 North Broad Street, Mobile 36652-3065

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. S598649-4 **County** Richmond ;
(Enter book and page or document info)

Date 02/03/2016
(Incorporation or Authority)

Is business equipped with table & chairs? N/A **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? N/A **If yes explain:**

Square Feet of building 8,033 sq.ft.

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event .

IF OPERATING AS A PRIVATE CLUB: N/A

⇒ **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): Family Dollar Stores of Alabama, 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 (*First, Middle, Last*) Peter Allan Barnett

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License#. _____ State Virginia

Title (*i.e. Owner, President, Member*) President

Date of Birth 11 / 20 / 1962

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Years Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # _____ Race: Black Sex: (X)M ( )F

Driver License _____ State Virginia

Title (*i.e. Owner, President, Member*) Assistant Secretary

Date of Birth 02 / 10 / 1979

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Years Home# 757-321-5000 Cell# _____

Full Name (*First, Middle, Last*) Roger Wayne Dean

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License# _____ State Virginia

Title (*i.e. Owner, President, Member*) Vice President

Date of Birth 10 / 17 / 1971

Place of Birth Roanoke Virginia USA
County *State* *Nation*

Present Add: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 Years Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) N/A

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"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Harry Spencer /	April 2005 /	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Signature & Title, Director of Construction **Date:** 8/4/2024

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Spirit Master Funding X, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: Attn: Portfolio Servicing, 2727 N. Harwood, Suite 300, Dallas, TX 75201

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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8795
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-7683
DOB: 11-28-1957

Sandra L Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-4041
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8132
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-9245
DOB: 09/14/1970

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

October 1, 2021

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Jennifer Lee Tackett
Notary Public

My Commission Expires: 1/31/25

(SEAL)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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.

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.

Alabama
Sec. Of State
Entity Change
056-230
Date 2/03/2016
Time 16:08
160203 24 Pg
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
04/032

(For SOS Office Use Only)

INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

(For County Probate Court Office Use Only)

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation
___ Nonprofit Corporation
___ Professional Corporation (PC)
___ Limited Liability Company (LLC)
___ Registered Limited Liability Partnership (LLP)
___ Limited Partnership (LP)
___ Limited Liability Limited Partnership (LLLP)
___ Employee Cooperative Corporation
___ Real Estate Investment Trust

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, Inc.
The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov).

5. Street (No PO Boxes) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ OR

   Organization/Entity Name: C T Corporation System

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (**No PO Boxes**) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104

   Mailing Address in Alabama (if different)_____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975*.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

1601080070

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

1991038070

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L. Wampler

Name: Kevin Wampler

Title: Executive Vice President and Chief Financial Officer

Exhibit A

Plan of Entity Conversion

(See attached)

1691088070

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

160108078

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

1901880970

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

1691080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

1601080078

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck, Clerk of the Commission

CIS0502

160160652

ARTICLES OF DOMESTICATION OF FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

160160852

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 12 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1001060652

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

1601066652

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1681000852

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

1601999952

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 12, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1691999652

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

1001000652

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

160106052

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: Kevin A Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160106052

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephen G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas.& Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April, A.D. 1979.

R.B. Nachen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of:

D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen	844 Clemont Avenue #5 Atlanta, Ga. 30306	30
G.F. Robinson	4061 Indian Manor Drive Stone Mountain, Ga. 30083	30
J. Rausher	2397 Woodridge Drive Decatur, Ga. 30033	40

Dated April 6, 1979.

3. The said P.B. Nachen, G.F. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan
D.A. Sullivan

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6th day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA. MONTGOMERY CO. I CERTIFY THIS INSTRUMENT
APR 10 2 50 PM 1979
JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555542 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in Book CORP013 Page 0273-0279
Judge of Probate

Alabama Secretary of State

[redacted]	Family Dollar Stores of Alabama, LLC
[redacted] Entity ID Number	056 - 230
[redacted] Entity Type	Foreign Limited Liability Company
[redacted] Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Status	Exists
[redacted] Place of Formation	Virginia
[redacted] Formation Date	4-10-1979
[redacted] Qualify Date	2-3-2016
[redacted] Registered Agent Name	CORPORATION SERVICE COMPANY INC
[redacted] Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Nature of Business	DRY GOODS
[redacted] Capital Authorized	$1,000
[redacted] Capital Paid In	$1,000

[redacted] 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.

[redacted] Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

[redacted] Transactions

[redacted] Transaction Date	4-26-1979
[redacted] Registered Agent Changed From	Not Provided
[redacted] Transaction Date	10-18-1982
[redacted] Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Changed From	Family Dollar Stores of Tuscaloosa, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
[redacted] Transaction Date	7-14-2010
[redacted] Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
[redacted] Transaction Date	1-14-2015
[redacted] Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
[redacted] Transaction Date	2-3-2016
[redacted] Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	2-3-2016
[redacted] Principal Office Changed From	MONTGOMERY, AL
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed MACHEN, P B
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed RAUSHER, J
[redacted] Transaction Date	2-3-2016

Limited Liability Company Name	[redacted]
Member/Manager Activity	*Removed ROBINSON, G F
Transaction Date	2-3-2016
Miscellaneous Entry	CONVERSION FROM D/C FILED
Transaction Date	2-3-2016
Type of Formation Change	from Montgomery County to Virginia
Transaction Date	6-6-2017
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	6-6-2017
Agent Mailing Address Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
[redacted]	Scanned Documents
[redacted]	Number of Pages
Document Date / Type / Pages	4-10-1979 Certificate of Formation 7 pgs.
Document Date / Type / Pages	10-18-1982 Registered Agent Change 1 pg.
Document Date / Type / Pages	12-17-1997 Merger 6 pgs.
Document Date / Type / Pages	7-14-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	1-14-2015 Registered Agent Change 1 pg.
Document Date / Type / Pages	2-3-2016 Conversion 24 pgs.
Document Date / Type / Pages	6-6-2017 Registered Agent Change 2 pgs.
[redacted]	

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[redacted]

THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS
DESIGNATED AS A MERGING CORPORATION
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUKYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: 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).

Retail Beer Off-Premises and Retail Table Wine Off-Premises
(Type of alcoholic beverage license)

To be used in a/an Retail/Grocery
(Type of business)

Family Dollar Stores of Alabama, LLC
(Name of applicant whether individual, corporation, etc.)

408 N. Broad St.
(Location address for application)

Mobile	AL	36603
City	**State**	**Zip**

8,033 sq.ft.
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development 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.

****

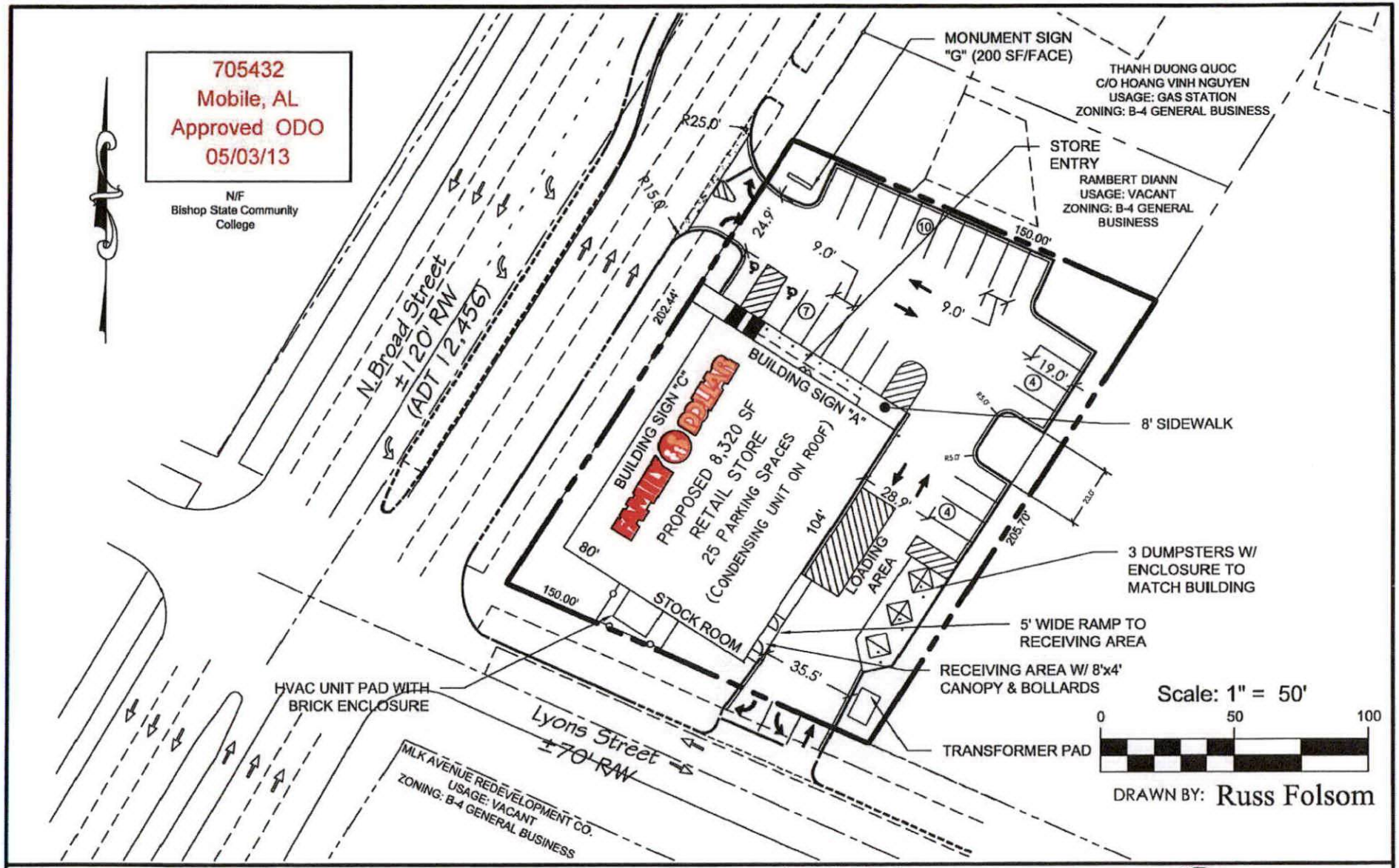
URBAN DEVELOPMENT DEPARTMENT

Zoning T-5.1 **Parking Provided** 25

Parking Required 20 **Compliance:** ✓ **Yes** _____ **No**

_____ 02/08/2023

(Signed by Urban Development Dept) **Date**



GARRARD

SITE SUMMARY		
	SQ. FT	ACRE.
TOTAL SITE AREA	30,341	0.70
PAVING AREA	16,752	0.38

ZONING	
CURRENT/PROPOSED	B-4/SAME

SETBACKS				
	FRONT	REAR	SIDE	LANDSCAPE
REQ./PROV.	0'/0'	0'/0'	0'/0'	0'/0'

PARKING			
TOTAL BLDG	REQUIREMENT	REQ./PROV.	SPACE SIZE
8,320 SF	1/600 SF	14/25	9' x 19'

FAMILY DOLLAR

408 N. BROAD ST.
MOBILE, AL

PRELIMINARY SITE PLAN

DATE: April 30,1 2013

STORE NUMBER
RENO 10152 30152
PROJECT NUMBER
XXXXXX
LOCATION
MOBILE, AL
FORMAT
URBAN H2
START DATE
6/28/2021
TOTAL INTERIOR SQ FT
8,033
SALES SQ FT
7,091
USABLE STOCK SQ FT
512
EXTERIOR SQ FT
8,595
AA HAIR CARE
VERY HIGH
AA
VERY HIGH
HISPANIC
VERY LOW
CEILING HEIGHT
16'-6"
AGS
381
RISK CLASS
3
SECTION COUNT
287
32 EC
DRAWN BY
C.WILLIAMS
PROJECT MANAGER
N/A
DATE
5/7/2021
FAMILY DOLLAR
500 VOLVO PKWY · CHESAPEAKE, VA 23320
MERCHANDISE PLAN
REVISIONS
DRAWN BY
DESCRIPTION
DATE
SIGNS
POWER PANEL LIST
PS (1-8) SEASONAL
FPP (1-7) FASHION
PP (18) PLACEMATS
PP (17) INCENSE
PP (16) BEAUTY CARE
PP (15) SHOE CARE
PP (14) SEWING NOTIONS
PP (13) WORK GLOVES
PP (12) FOOT CARE/LIP CARE
PP (10) PUZZLE BOOKS
PP (09) SPECIALTY BATH
PP (08) TOYS
PP (07) BODY SPRAY
PP (06) LITTLE TREE AIR FRESHENER
PP (04) BELTS & WALLETS
PP (03) PETS - ACCESSORIES
NOTE: SELECT STORES WILL RECEIVE PROPANE & EXTERIOR ICE
PW: FLEX APPAREL SECTIONS IN BETWEEN CATEGORIES
PW TO VERIFY LOCATION OF KEY PAD
MASTERSELF COOLERS ARE 4" OFF THE WALL DUE TO ELECTRICAL REQUIREMENTS
STORE WILL NOT RECEIVE FISDA
KNEE WALL @ 2'-7" A.F.F.
CLASS 10 6'-10" ABOVE KNEE WALL
NEW COOLERS
FLIP F/C DOOR
CUSTOM BOX CORNER
COLUMNS
EXISTING CHECKOUTS TO BE RECONFIGURED REMOVE COOLERS AND SHIFT 4'-0"
SAFE RELOCATED
EXISTING CHECKOUTS TO REMAIN IN CURRENT LOCATION
STORE TO RECEIVE 5 BASKET UNILEVER ICE CREAM FREEZER
ATM RELOCATED AND SHIFTED FORWARD TO BE FLUSH WITH FIXTURES
BREAK AREA TO REMAIN IN CURRENT LOCATION
CUSTOM BOX CORNER
90'-3"
102'-7"
106'-0"
82'-9"

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 574-8534)

LOT 1 BROAD-LYONS RESUBDIVISION MBK 128/106

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 22 day of June, 2022.

Jennifer Lee Tackett — Notary Public

Patrick Rea — Property Owner — 07/01/2022 — Date

1/31/25 — My Commission Expires

Licensee — 07/02/2022 — Date

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 27 day of August, 2014 ("Effective Date") by and between ARC FD73SLB001, LLC, a Delaware limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF GEORGIA, INC., a Georgia corporation, FAMILY DOLLAR STORES OF ALABAMA, INC., an Alabama corporation, and FAMILY DOLLAR STORES OF LOUISIANA, INC., a Louisiana corporation (collectively, "Tenant").

WITNESSETH

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord the Leased Premises (as hereinafter defined).

Tenant will have and hold the Leased Premises for an initial term commencing as set forth in Section 6 and ending on the 31st day of August, 2029 ("Initial Term").

1. RENT.

a. Basic Rent. Subject to the adjustments provided for below in this Section 1, basic rent payable for the Initial Term will be $770,985.14 per annum, payable monthly in advance on the first (1st) day of every month (as may be adjusted from time to time in accordance herewith, "Basic Rent"). Basic Rent is allocated to the Leased Premises pursuant to the list attached and made a part of this Agreement as Exhibit C. Pro rata Basic Rent for the period from the Effective Date through the last day of the month in which the Effective Date occurs will be paid on the Effective Date. Pro rata Basic Rent for any other partial month will be prorated based upon the actual number of days in the period that Tenant owes Basic Rent to Landlord and calculated on a pro rata basis. The term "Lease Year" means the first twelve (12) full calendar months after the Rent Commencement Date (as defined in Section 6) and each subsequent twelve (12) month period thereafter during the term of this Lease and any extensions. If the Rent Commencement Date is other than the first day of the month, then the first Lease Year shall also include the partial month in which the Rent Commencement Date occurs.

b. CPI Adjustments to Basic Rent. The capitalized terms used in this Section are defined below. Effective on each Adjustment Date, Basic Rent will be increased by the increases in CPI, with the increases to be calculated as follows: (i) subtract one point zero (1.0) from a fraction, the numerator of which shall be the Variable Index, and the denominator, which will be the Base Index; and (ii) multiply the result obtained in (i) by the Basic Rent for the Initial Term set forth on Exhibit C. Notwithstanding the foregoing, in no event will the increase in Basic Rent effective on each Adjustment Date exceed seven and one-half percent (7.5%), nor will the new Basic Rent be less than the previous Basic Rent.

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.

7/1/2022 — Date

Patrick Rea — Owner of Property (Signature)

Patrick Rea — Print Name of Property Owner

2727 N Harwood Street, Suite 300 — Address

Dallas, TX 75201 — 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.

07/02/2022 — Date

Applicant's Signature

Harry Spencer — Print Name of Applicant

500 Volvo Parkway — Address

Chesapeake VA 23320 — 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 #	5556
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #30152
Business Address	408 NORTH BROAD STREET 36603
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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
FD D3	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 1:52 PM

R E S O L U T I O N

Sponsored by: Councilmember Small

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:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar #224765 1281 A Dauphin Island Parkway Mobile, AL 36605

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 5554

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #24765

Location: 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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 5554

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #24765

Location: 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5554

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FAMILY DOLLAR STORES OF ALABAMA 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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #24765

LOCATED AT: 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

☐ 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: MELANIE MATHIS **PHONE#:** 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5554

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER. HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #24765***

Location 1281A DAUPHIN ISLAND PARKWAY MOBILE AL 36605

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #24765 License No# 010047249

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? VARIETY 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?

YES ... SEE ATTACHED SHEET

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** Barbara Vernon 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** Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE**_____

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of January Year 2023

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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: _____ Bus: 757.698.7582

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 10437

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 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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER-HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SOUTHERN DEVELOPMENT OF MISSISSIPPI INC 601.794.2253

Address of Property Owner/Lessor: PO BOX 1207 PURVIS MS 39475

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BV

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC,
Full Name of Principal

56-1234186, the undersigned, do hereby grant a limited and
social security number

specific power of attorney to Barbara Vernon
Full Name

of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address

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:

Anything pertaining to alcohol licensing for locations in Mobile, AL

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 me at any time, and shall automatically be revoked upon my death, 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.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY
~~Parish~~ of CHESAPEAKE) §

On this 31 day of JANUARY, in the year 2023 before me
RHONDA ADAMS, a notary public, personally appeared
HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

R. Adams

Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1485797
Owner Name	FAMILY DOLLAR STORES OF ALABAMA LLC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$50.00
Total Unpaid Balance			$0.00
TOTAL DUE			$0.00

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CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032034-0004 SHAWN S. 02/03/2023 06:46AM

BUSINESS LICENSE
FAMILY DOLLAR STORES OF ALABAMA LLC
61495
2023 Item: 1485797
ALCOHOL APPLICATION FEE 50.00

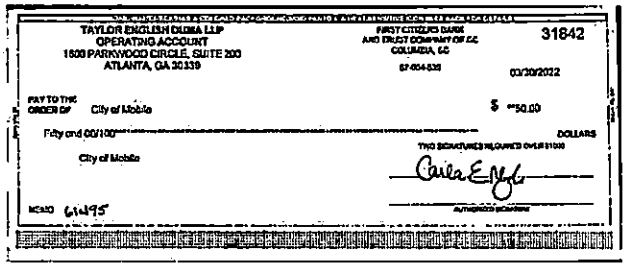
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 31842

Change due 0.00

Paid by: FAMILY DOLLAR STORES OF ALABAMA LLC



Thank you for your payment

CUSTOMER COPY

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

_____
Notary Public

My Commission Expires: 1/31/25

(SEAL)

INFORMATION SHEET

Contact Person: James Balli **Phone #:** 678-336-7240

Business Name: Family Dollar #24765

Corporation Name: Family Dollar Stores of Alabama, LLC

Business Address: 1281 A Dauphin Island Parkway, Mobile, AL 36605

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. S598649-4 **County** Richmond ;
(Enter book and page or document info)
Date 02/03/2016
(Incorporation or Authority)

Is business equipped with table & chairs? N/A **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? N/A **If yes explain:**

Square Feet of building 10,437 SQ FT

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event .

IF OPERATING AS A PRIVATE CLUB: N/A

- ⇒ **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): Family Dollar Stores of Alabama, 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 (*First, Middle, Last*) Peter Allan Barnett

Social Security # [redacted] Race: White Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) President

Date of Birth 11 / 20 / 1962

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Address: 3
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # _____ Race: Black Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) Assistant Secretary

Date of Birth 02 / 10 / 1979

Place of Birth Cook Illinois USA
County *State* *Nation*

Present Addre
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

Full Name (*First, Middle, Last*) Roger Wayne Dean

Social Security #_____ Race: White Sex: (X)M ( )F

Driver License#_____ State VA

Title (*i.e. Owner, President, Member*) Vice President

Date of Birth 10 / 17 / 1970

Place of Birth Roanoke Virginia USA
County *State* *Nation*

Present Addres
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 yrs Home# 757-321-5000 Cell#_____

****

Full Name (*First, Middle, Last*) N/A

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220113142425691

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: FAMILY DOLLAR 24765 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 1281 A DAUPHIN ISLAND PARKWAY MOBILE, AL 36605

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 01/27/2016 **State incorporated:** VA **County Incorporated:**

Date of Authority: 02/03/2016

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 680010495

Name:	Title:	Date and Place of Birth:	Residence Address:
PETER A BARNETT	PRESIDENT	11/20/1962 CHICAGO IL	
HARRY R SPENCER E	ASSISTANT SECRETARY	02/10/1979 CHICAGO IL	
DEBORAH E MILLER	VICE PRESIDENT	11/28/1957 PHILADELPHIA PA	

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: LICENSING DEPT
Business Phone: 251-283-6970
Fax:

Home Phone: 757-698-7582
Cell Phone:
E-mail: ab-licensing@dollartree.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMILY DOLLAR 24765
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-010047249
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220113142425691

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SOUTHERN DEVELOPMENT OF MISSISSIPPI INC 601-794-2253
What is lessors primary business? REAL ESTATE
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: 10437 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: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 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:
HARRY R SPENCER	DUI APRIL 2005	VIRGINIA BEACH VA	PPAID FINE

Family Dollar 24765

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220113142425691

Initial each — **Signature page**

Initial	
	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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	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.

STEPHANIE REED ANKNEY
NOTARY PUBLIC
REGISTRATION # 7933871
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Applicant Name (print): Harry Spenar

Signature of Applicant:

Notary Name (print): Stephanie Reed Ankney

Notary Signature: Stephanie Reed Ankney

Commission expires: 01/31/2025

Application Taken: 1/13/2022 **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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20220113142425691

Application Payment Confirmation Number: 80743100

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050 and License 070	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$50.00	$150.00	$200.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
Total Amount to be Charged	$125.00	$300.00	$425.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: MOBILE
Business Type:
Trade Name: **FAMILY DOLLAR 24765**
Applicant Name: **FAMILY DOLLAR STORES OF ALABAMA LLC**
Location Address: 1281 A DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605
Mailing Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
Contact Person: LICENSING DEPT
Contact Home Phone: 757-698-7582
Contact Business Phone: 251-283-6970
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

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
Harry Spencer	April 2005	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Director of Construction
Signature & Title

Date: 8/4/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Southern Development of Mississippi, Inc.
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: PO Box 1207, Purvis, MS 39475

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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8795
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-7683
DOB: 11-28-1957

Sandra L Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-4041
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8132
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-9245
DOB: 09/14/1970

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

October 1, 2021

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.

Alabama
Sec. Of State
Entity Change
056-230
Date 2/03/2016
Time 16:08
160203 24 Pg
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
04/032

(For SOS Office Use Only)

INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

(For County Probate Court Office Use Only)

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation	____ Limited Partnership (LP)
___ Nonprofit Corporation	____ Limited Liability Limited Partnership (LLLP)
___ Professional Corporation (PC)	____ Employee Cooperative Corporation
___ Limited Liability Company (LLC)	____ Real Estate Investment Trust
___ Registered Limited Liability Partnership (LLP)	

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, LLC.
The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov) .

5. Street (**No PO Boxes**) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ OR

   Organization/Entity Name: C T Corporation System _____

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (**No PO Boxes**) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104 _____

   Mailing Address in Alabama (if different)_____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975.*

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

1601080070

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

160108007B

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L Wampler

Name: Kevin Wampler

Title: Executive Vice President and Chief Financial Officer

1681080978

Exhibit A

Plan of Entity Conversion

(See attached)

1691088070

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

1991080978

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

1601088070

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

82

1691080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

1601080079

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck, Clerk of the Commission

CIS0502

1601080852

ARTICLES OF DOMESTICATION OF FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

16016060652

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 12 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1601060652

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

1691069652

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1991060652

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

1601666652

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 22, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1801060852

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

1001000652

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160109065 2

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephen G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas.& Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April, A.D. 1979.

R.B. Machen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of: D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen	844 Clemont Avenue #5 Atlanta, Ga. 30306	30
G.F. Robinson	4061 Indian Manor Drive Stone Mountain, Ga. 30083	30
J. Rausher	2397 Woodridge Drive Decatur, Ga. 30033	40

Dated April 6, 1979.

3. The said P.B. Machen, G.F. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan
D.A. Sullivan

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6th day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA. MONTGOMERY CO. I CERTIFY THIS INSTRUMENT

APR 10 2 50 PM 1979

JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555542 010 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in Book CORP 015 Page 0273-0279
Judge of Probate

Alabama Secretary of State

[redacted]	Family Dollar Stores of Alabama, LLC
[redacted] Family ID Number	050 - 230
[redacted] Entity Type	Foreign Limited Liability Company
[redacted] Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
[redacted] Status	Exists
[redacted] Place of Formation	Virginia
[redacted] Formation Date	4-10-1979
[redacted] Qualify Date	2-3-2016
[redacted] Registered Agent Name	CORPORATION SERVICE COMPANY INC
[redacted] Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
[redacted] Nature of Business	DRY GOODS
[redacted] Capital Authorized	$1,000
[redacted] Capital Paid In	$1,000

[redacted] 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.

[redacted] Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014

[redacted] Transactions

[redacted] Transaction Date	4-26-1979
[redacted] Registered Agent Changed From	Not Provided
[redacted] Transaction Date	10-18-1982
[redacted] Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Changed From	Family Dollar Stores of Tarrant, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
[redacted] Transaction Date	12-17-1997
[redacted] Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
[redacted] Transaction Date	7-14-2010
[redacted] Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
[redacted] Transaction Date	1-14-2015
[redacted] Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
[redacted] Transaction Date	2-3-2016
[redacted] Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
[redacted] Transaction Date	2-3-2016
[redacted] Principal Office Changed From	MONTGOMERY, AL
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed MACHEN, P B
[redacted] Transaction Date	2-3-2016
[redacted] Member/Shr Activity	*Removed RAUSHER, J
[redacted] Transaction Date	2-3-2016

[redacted]	Family Dollar Stores of Alabama, LLC
Member/Shr Activity	*Removed ROBINSON, G F
Transaction Date	2-3-2016
Miscellaneous Filing Entry	CONVERSION FROM D/C FILED
Transaction Date	2-3-2016
Place of Formation Changed	from Montgomery County to Virginia
Transaction Date	6-6-2017
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	6-6-2017
Agent Mailing Address Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
[redacted]	Scanned Documents Co[redacted]
[redacted]	Total Scanned Images: [redacted]
Document Date / Type / Pages	4-10-1979 Certificate of Formation 7 pgs.
Document Date / Type / Pages	10-18-1982 Registered Agent Change 1 pg.
Document Date / Type / Pages	12-17-1997 Merger 6 pgs.
Document Date / Type / Pages	7-14-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	1-14-2015 Registered Agent Change 1 pg.
Document Date / Type / Pages	2-3-2016 Conversion 24 pgs.
Document Date / Type / Pages	6-6-2017 Registered Agent Change 2 pgs.
[redacted]	

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[redacted]

THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS DESIGNATED AS A MERGING CORPORATION WITH AND INTO FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUEYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016,

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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.

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: 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).

Retail Beer Off-Premises and Retail Table Wine Off-Premises
(Type of alcoholic beverage license)

To be used in a/an Retail/Grocery
(Type of business)

Family Dollar Stores of Alabama, LLC
(Name of applicant whether individual, corporation, etc.)

1281 A Dauphin Island Parkway
(Location address for application)

Mobile	AL	36605
City	**State**	**Zip**

10,437 Sq Ft
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development 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** 48

Parking Required 42 **Compliance:** ✓ **Yes** _____ **No**

(Signed by Urban Development Dept)

02/06/2023
Date

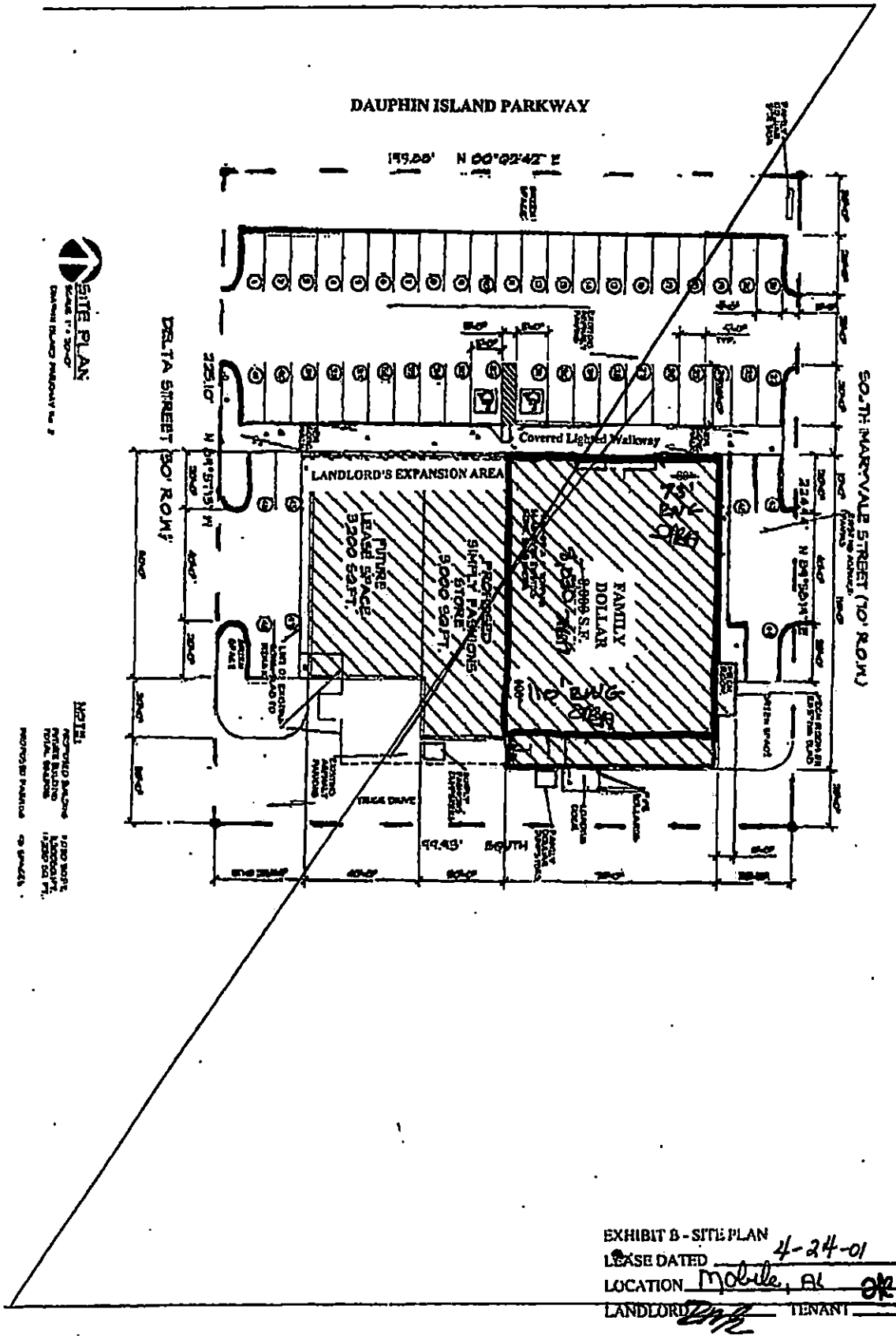
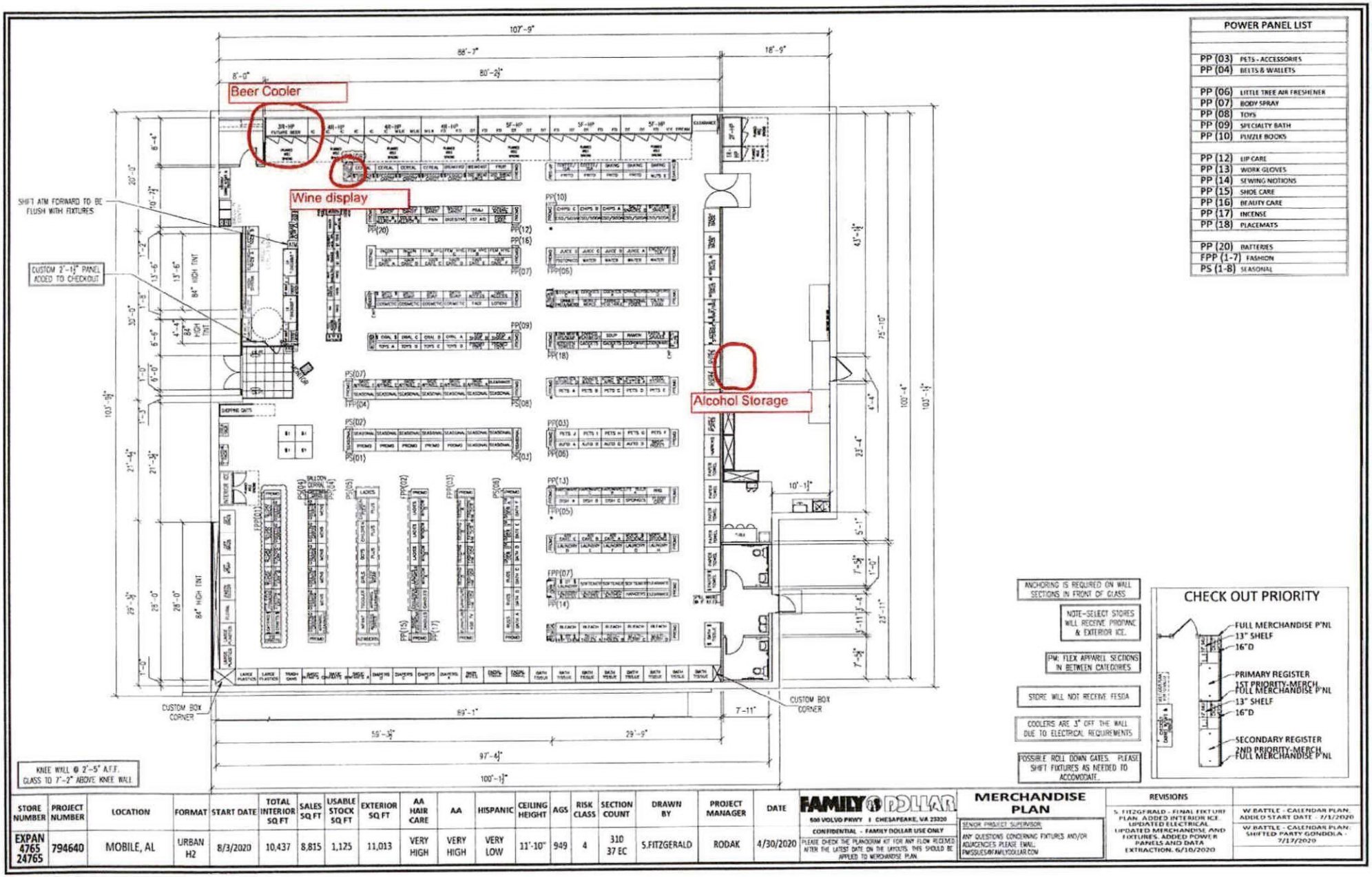


EXHIBIT B - SITE PLAN
LEASE DATED 4-24-01
LOCATION Mobile, AL #12
LANDLORD _____ TENANT _____



POWER PANEL LIST	
PP (03)	PETS - ACCESSORIES
PP (04)	BELTS & WALLETS
PP (06)	LITTLE TREE AIR FRESHENER
PP (07)	BODY SPRAY
PP (08)	TOYS
PP (09)	SPECIALTY BATH
PP (10)	PUZZLE BOOKS
PP (12)	LIP CARE
PP (13)	WORK GLOVES
PP (14)	SEWING NOTIONS
PP (15)	SHOE CARE
PP (16)	BEAUTY CARE
PP (17)	INCENSE
PP (18)	PLACEMATS
PP (20)	BATTERIES
FPP (1-7)	FASHION
PS (1-8)	SEASONAL

ANCHORING IS REQUIRED ON WALL SECTIONS IN FRONT OF GLASS

NOTE-SELECT STORES WILL RECEIVE PROPANE & EXTERIOR ICE.

PM: FLEX APPAREL SECTIONS IN BETWEEN CATEGORIES

STORE WILL NOT RECEIVE FESDA

COOLERS ARE 3" OFF THE WALL DUE TO ELECTRICAL REQUIREMENTS

POSSIBLE ROLL DOWN GATES. PLEASE SHIFT FIXTURES AS NEEDED TO ACCOMODATE.

CHECK OUT PRIORITY

STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
EXPAN 4765 24765	794640	MOBILE, AL	URBAN H2	8/3/2020	10,437	8,815	1,125	11,013	VERY HIGH	VERY HIGH	VERY LOW	11'-10"	949	4	310 37 EC	S.FITZGERALD	RODAK	4/30/2020

FAMILY DOLLAR
500 VOLVO PKWY | CHESAPEAKE, VA 23320
CONFIDENTIAL - FAMILY DOLLAR USE ONLY
PLEASE CHECK THE PLANOGRAM KIT FOR ANY FLOW RECEIVED AFTER THE LATEST DATE ON THE LAYOUTS. THIS SHOULD BE APPLIED TO MERCHANDISE PLAN

MERCHANDISE PLAN

SENIOR PROJECT SUPERVISOR
ANY QUESTIONS CONCERNING FIXTURES AND/OR AGJUNCTIES PLEASE EMAIL PMISSUES@FAMILYDOLLAR.COM

REVISIONS

S. FITZGERALD - FINAL FIXTURE PLAN. ADDED INTERIOR ICE. UPDATED ELECTRICAL. UPDATED MERCHANDISE AND FIXTURES. ADDED POWER PANELS AND DATA EXTRACTION. 6/10/2020

W BATTLE - CALENDAR PLAN. ADDED START DATE - 7/1/2020

W BATTLE - CALENDAR PLAN. SHIFTED PARTY GONDOLA - 7/17/2020

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 574-8534)

LOT 1 RESUB OF LOTS 1, 2, 3 & THE W 8.63 FT OF LOT 4 BLK 1 BROOKELY HEIGHTS 1ST SECTOR MBK 92/32 #SEC 37 T5S R1W #MP32 02 37 0 001

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 16th day of August, 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 95797 DONNA M. GUNTER Commission Expires April 20, 2026 FORREST COUNTY

Donna M Gunter — 8.16

Notary Public — Property Owner — Date

My Commission Expires — Family Dollar Stores of Alabama, LLC — Licensee — Date

MobileDauphin.doc
STATE OF ALABAMA

COUNTY OF MOBILE

LEASE AGREEMENT

THIS LEASE is made and entered into this 24th day of April, 2001, by and between SOUTHERN DEVELOPMENT OF MISSISSIPPI, INC., a Mississippi corporation (hereinafter called "Landlord"), and FAMILY DOLLAR STORES OF ALABAMA, INC., an Alabama corporation (hereinafter called "Tenant");

W I T N E S S E T H :

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord the following described premises situated on the east side of Dauphin Island Parkway, between South Maryvale Street and Delta Street, in the City of Mobile, County of Mobile, State of Alabama, and being that property fronting approximately 199.88 feet on Dauphin Island Parkway and extending approximately 225.10 feet to the rear at the property's southernmost boundary and extending approximately 224.94 feet to the rear at the property's northernmost boundary, as shown outlined in red on Exhibit B - Site Plan attached hereto and made a part hereof.

Together with a building containing ~~8,000 (80' x 100')~~ 8030 73' x 110' RWL square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises along with the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan (said premises and the building and other improvements thereon, upon completion of construction, are hereinafter called the "demised premises").

The area on the demised premises shown on Exhibit B - Site Plan as "Landlord's Expansion Area" shall be reserved by Landlord for future expansion of the building on the demised premises to create a shopping center. Upon the date Landlord begins construction to expand the building on the demised premises to create a shopping center, the term "demised premises" as used in

INITIAL JRA DWG MEK

this lease shall be redefined to mean "Tenant's building, consisting of ~~87,000~~ 8032 (~~600~~ 75' x ~~100~~ 110' RMA) square feet, as shown on Exhibit B".

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the 31st day of December, 2011.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND NINE HUNDRED SIXTEEN AND 67/100 DOLLARS per month ($59,000.04/annum) payable in advance on or before the tenth day of each month beginning on the rent commencement date as set forth in Paragraph 5.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions herein provided; that the Landlord will timely exercise its right to acquire and will timely acquire the above described premises; that, as of the date Landlord delivers possession of the demised premises to Tenant, Landlord will be lawfully seized of the demised premises and have good title thereto; that the demised premises are free and clear of all encumbrances; and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for the purposes set forth in this lease. Landlord further covenants and warrants that if the Tenant shall discharge the obligations herein set forth to be performed by Tenant, the Tenant shall have and enjoy during the term of this lease and all extensions thereof the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by Tenant, among

INITIAL HERE

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.

8.16.22
Date

[redacted]
Owner of Property Signature

RSHOWS, LLC
Print Name of Property Owner

PO Box 1207
Address

Purvis	MS	39475
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.

08/16/2022
Date

Applicant's Signature

Family Dollar Stores of Alabama, LLC
Print Name of Applicant

500 Volvo Parkway
Address

Chesapeake	VA	23320
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 #	5554
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #24765
Business Address	1281A DAUPHIN ISLAND PKWY 36605
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 1:53 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

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:	Family Dollar Stores of Alabama, LLC
Location:	Family Dollar #32977 415 Azalea Road Mobile, AL 36609

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 5558

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #32977

Location: 415 AZALEA ROAD STREET MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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 5558

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

Trade Name: FAMILY DOLLAR #32977

Location: 415 AZALEA ROAD STREET MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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 H. Logan Anderson

Date: **February 3, 2023**

Re: **Application # 5558 / 415 Azalea Rd.**

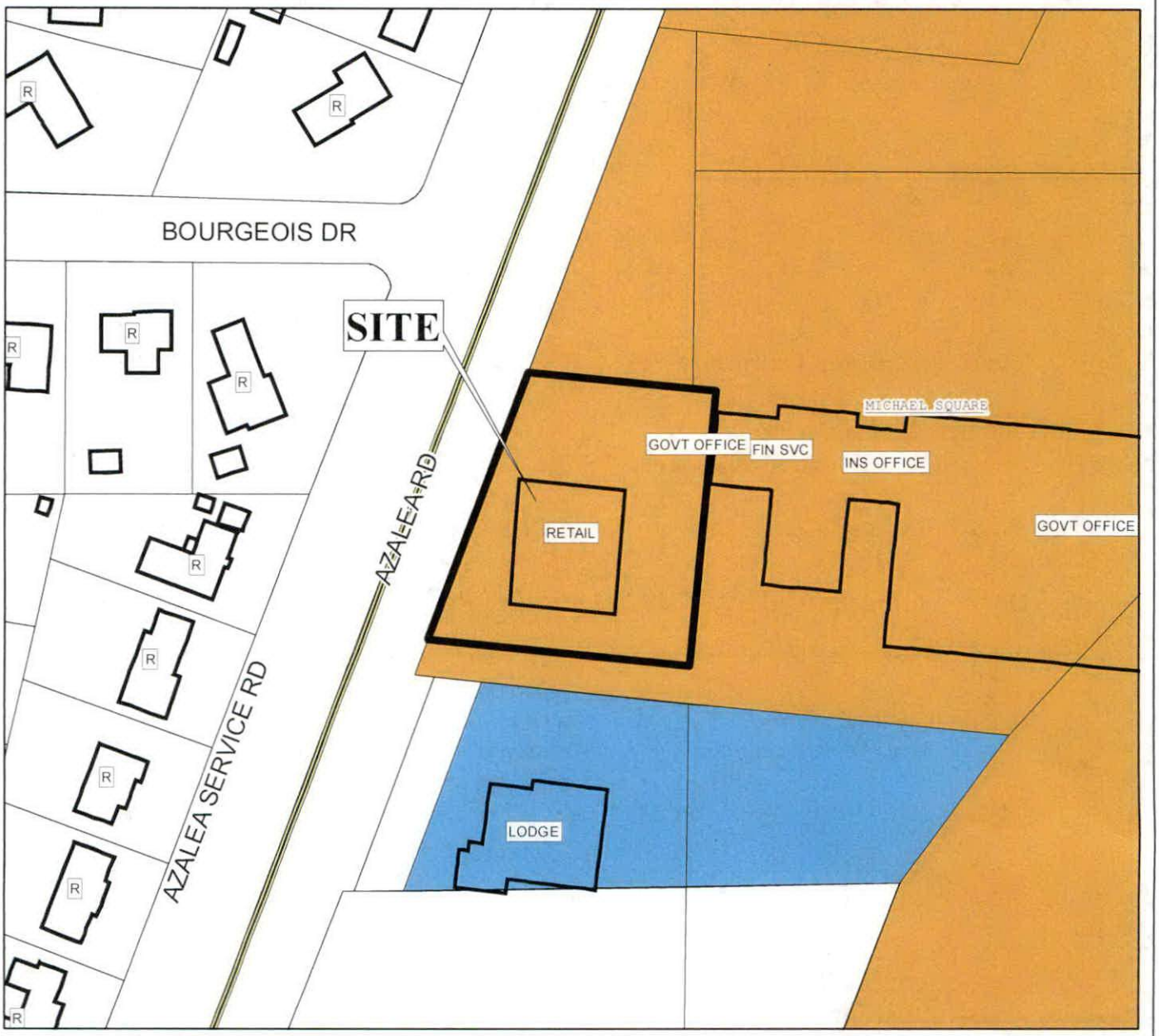
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a discount retail store with retail beer and wine sales is a permitted use in this zoning district.

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 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5558 DATE FEBRUARY 14, 2023

APPLICANT FAMILY DOLLAR STORES OF ALABAMA LLC

LOCATION 415 AZALEA RD

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 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5558

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

FAMILY DOLLAR STORES OF ALABAMA 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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #32977

LOCATED AT: 415 AZALEA ROAD STREET MOBILE AL 36609

☐ 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: MELANIE MATHIS **PHONE#:** 678.739.1059

AGENDA DATE 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5558

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

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(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: *FAMILY DOLLAR STORES OF ALABAMA LLC*

TRADE NAME: FAMILY DOLLAR #32977

LOCATED AT: 415 AZALEA ROAD STREET MOBILE AL 36609

☐ 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: MELANIE MATHIS PHONE#: 678.739.1059

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5558

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***FAMILY DOLLAR STORES OF ALABAMA 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
BARNETT, PETER ALLAN	PRESIDENT	11.20.1962 CHICAGO ILLINOIS (COOK)	
DEAN, ROGER WAYNE	VICE PRESIDENT	10.17.1971 ROANOKE VA	
SPENCER, HARRY RASHARD	ASSISTANT SECRETARY	02.10.1979 CHICAGO ILLINOIS (COOK)	

Corporate information: 056-230 (Enter book & page or document info) Date: 02.03.2016 (Incorporation or Authority) County: VA

Trade Name ***FAMILY DOLLAR #32977***

Location 415 AZALEA ROAD MOBILE AL 36609

Mailing Address 500 VOLVO PARKWAY CHESAPEAKE VA 23320
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name FAMILY DOLLAR STORES OF ALABAMA INC Type 990

Trade Name FAMILY DOLLAR #32977 License No# 011665649

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? VARIETY 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?

YES ... SEE ATTACHED SHEET

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** /Barbara Vernon 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** /Barbara Vernon POA

COUNTY OF **MOBILE** **TITLE** DISTRICT MANAGER - POA **DATE** 01.31.2023

The undersigned FAMILY DOLLAR STORES OF ALABAMA LLC -

(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.

/Barbara Vernon POA

Signature of Affiant

Sworn to and subscribed before, me this 31st day of JANUARY Year 2023

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 FAMILY DOLLAR LICENSING DEPARTMENT E-mail: AB-LICENSING@DOLLARTREE.COM

Phone Number: Home: 757.698.7582 Cell: _____ Bus: 757.698.7582

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 8033

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 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
BARNETT, PETER ALLAN	NONE		
DEAN, ROGER WAYNE	NONE		
SPENCER, HARRY RASHARD	DUI	VIRGINA BEACH POLICE DEPT APRIL 2005	FINE PAID

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: Barbara Vernon POA

Lease /Property Ownership

Name of Property Owner/Lessor: SOUTHERN BUYERS GROUP LLC 251-342-7229

Address of Property Owner/Lessor: 1 ST LOUIS STREET STE 4100 MOBILE AL 36602

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BV

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Family Dollar Stores of Alabama, LLC
Full Name of Principal,

56-1234186
social security number, the undersigned, do hereby grant a limited and specific power of attorney to Barbara Vernon
Full Name
of 2755 Pleasant Valley Road, Mobile, AL 36606-2162
Address
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:
Anything pertaining to alcohol licensing for locations in Mobile, AL

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 me at any time, and shall automatically be revoked upon my death, 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.

Signed this 31 day of JANUARY, 2023.

Principal's Signature

State of ~~Alabama~~ VIRGINIA)
CITY §
~~Parish~~ of CHESAPEAKE)

On this 31 day of JANUARY, in the year 2023 before me RHONDA ADAMS, a notary public, personally appeared HARRY R. SPENCER, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

R. Adams
Witness my hand and official seal.

RHONDA JEAN ADAMS
NOTARY PUBLIC
REGISTRATION # 7968300
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
DECEMBER 31, 2026

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478610
Owner Name	FAMILY DOLLAR STORES OF ALABAMA 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

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031957-0005 SHAWN S. 01/31/2023 08:00AM

BUSINESS LICENSE
FAMILY DOLLAR STORES OF ALABAMA LLC
120756
2023 Item: 1478610
ALCOHOL APPLICATION
FEE 50.00

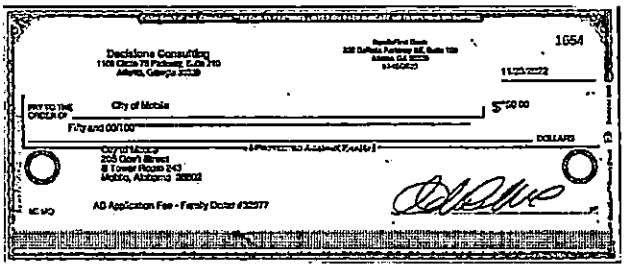
50.00

Subtotal 50.00
Total 50.00

CHECK 50.00
Check Number 1654

Change due 0.00

Paid by: FAMILY DOLLAR STORES OF ALABAMA LLC



Thank you for your payment

CUSTOMER COPY

Adding Beer and Wine to Current Tobacco Permit

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220218110323303

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: FAMILY DOLLAR STORE 32977 **Filing Fee:** $100.00

Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC **Transfer Fee:**

Location Address: 415 AZALEA ROAD MOBILE, AL 36609

Mailing Address: 500 VOLVO PARKWAY CHESAPEAKE, VA 23320

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: 056-230

Do you sell Draft Beer?:

Date Incorporated: 01/27/2016 **State incorporated:** VA **County Incorporated:**

Date of Authority: 02/03/2016

Federal Tax ID: 56-1234186 **Alabama State Sales Tax ID:** 680010495

Name:	Title:	Date and Place of Birth:	Residence Address:
DEBORAH F MILLER	VICE PRESIDENT	11/28/1957 PHILADELPHIA PA	
PETER A BARNETT	PRESIDENT	11/20/1962 CHICAGO IL	
HARRY R SPENCER	ASSISTANT SECRETARY	02/10/1979 CHICAGO IL	

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: JOCELYN BENTLEY **Home Phone:** 757-698-7103
Business Phone: 334-000-0000 **Cell Phone:**
Fax: **E-mail:** jcbentl12@familydollar.com

PREVIOUS LICENSE INFORMATION:
Trade Name: FAMILY DOLLAR STORE 32977
Applicant: FAMILY DOLLAR STORES OF ALABAMA LLC

Previous License Number(s)
License 1: 990-011665649
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220218110323303

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MB AZALEA LLC 251-341-1650
What is lessors primary business? REAL ESTATE
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: 9180 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: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 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:
HARRY R SPENCER	DUI APRIL 2005	VIRGINIA BEACH VA	PPAID FINE

Store #32977

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220218110323303

Initial each | **Signature page**

Initial each	
[ ]	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.
N/A	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.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	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): Harry Spencer

Signature of Applicant:

Notary Name (print): Jennifer Lee Tackett

Notary Signature: Jennifer Lee Tackett

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Commission expires: 1/31/25

Application Taken: 2/18/2022 **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:**

DOLLAR TREE | FAMILY DOLLAR

August 11, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP and Taylor English Decisions, LLC to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP
ATTN: Drina Miller
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339
dmiller@taylorenglish.com

Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary

Before me, _____ on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of August, 2022.

JENNIFER LEE TACKETT
NOTARY PUBLIC
REGISTRATION # 7941018
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025

Notary Public

My Commission Expires: 1/31/25

(SEAL)

INFORMATION SHEET

Contact Person: James Balli **Phone #:** 678-336-7240

Business Name: Family Dollar #32977

Corporation Name: Family Dollar Stores of Alabama, LLC

Business Address: 415 Azalea Road, Mobile, AL 36609

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. S598649-4 **County** Richmond ;
(Enter book and page or document info)
Date 02/03/2016
(Incorporation or Authority)

Is business equipped with table & chairs? N/A **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? N/A **If yes explain:**

_____

_ Square Feet of building 9,263 SQ FT

_____

For a SPECIAL EVENT, list dates: from N/A **to** N/A .
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB: N/A

⇒ **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): Family Dollar Stores of Alabama, 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 (*First, Middle, Last*) Peter Allan Barnett

Social Security # _____ Race: White Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) President

Date of Birth 11 / 20 / 1962

Place of Birth Cook Illinois USA

County *State* *Nation*

Present Addre _____

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) Harry Rashad Spencer

Social Security # _____ Race: Black Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) Assistant Secretary

Date of Birth 02 / 10 / 1979

Place of Birth Cook Illinois USA

County *State* *Nation*

Present [illegible]

Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 yrs Home# 757-321-5000 Cell# _____

Full Name (*First, Middle, Last*) Roger Wayne Dean

Social Security # _ _ _ - _ _ - _ _ _ _ Race: White Sex: (X)M ( )F

Driver License# _____ State VA

Title (*i.e. Owner, President, Member*) Vice President

Date of Birth 10 / 17 / 1970

Place of Birth Roanoke Virginia USA
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 10 yrs Home# 757-321-5000 Cell# _____

****

Full Name (*First, Middle, Last*) N/A

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"*)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Harry Spencer	April 2005	DUI	Virginia Beach Police	Fully Resolved

I certify that the above information is correct and true.

Director of Construction
Signature & Title

Date: 5/14/2022

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: MB Azalea, LLC Attn: James Mark Grodnick
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 3800 Airport Boulevard, Suite 310, Mobile, AL 36608

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.

DOLLAR TREE.
FAMILY DOLLAR.

Peter Barnett
President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8795
DOB: 11-20-1962

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

Deborah E. Miller
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-7683
DOB: 11-28-1957

Sandra L Boscia
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-4041
DOB: 09-20-1970

Harry Spencer
Assistant Secretary
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-8132
DOB: 02/10/1979

Christopher H. Williams
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-9245
DOB: 09/14/1970

Todd B. Littler
Vice President
500 Volvo Parkway
Chesapeake, VA 23320
SSN: XXX-XX-6249
DOB: 11/11/1970

October 1, 2021

STATE OF ALABAMA

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

PURPOSE: In order to change a domestic entity (any entity formed in Alabama) to a registered foreign entity (an entity formed outside of Alabama and desiring to transact business in Alabama), the entity must deliver the documentation in this form pursuant to 10A-1-8.04(a)(2), Code of Alabama 1975.

Alabama
Sec. Of State
Entity Change
056-230
Date 2/03/2015
Time 16:08
160203 24 Pg
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
04/032

(For SOS Office Use Only)

INSTRUCTIONS: Mail two (2) signed copies of the completed Conversion/Registration package, the standard filing fee of $150.00 (filing time is not guaranteed and is dependent on volume and staffing) or the expedited filing fee of $250.00 (guaranteed processing within approximately 3 days after receipt of filing) payable by credit card, check, or money order to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616, and a check or money order made out to the Judge of Probate in the county where the converting/terminating domestic entity's formation documents were recorded (contact the Office of the Judge of Probate for the county fees).** The Secretary of State will file, certify, and transmit the copy and funds to the Judge of Probate in accordance with 10A-1-4.02(g). The Conversion/Registration will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored. If you desire a stamped copy returned to you, supply a third copy and a pre-addressed postage paid return envelope. All instructions are included in this form: cover letters/sheets are not necessary and will not be reviewed.

The information completing this form must be typed or it will be returned without review. Faxed and emailed transmissions will not be acknowledged, processed, or returned.

1. **Information on the converting domestic entity (entity will cease to exist as an Alabama Domestic Entity at conversion/termination):**

   Alabama Entity ID number of converting entity: 056-230 (Format 000-000) * **This is not a tax id number or federal employer id number. This number is required to process the filing.**

   ***INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

   The name of the converting domestic entity as currently recorded with the Secretary of State of Alabama:

   Family Dollar Stores of Alabama, Inc.

This Document was prepared by:

Stacy F. Munroe
Williams Mullen
222 Central Park Avenue, Suite 1700
Virginia Beach, VA 23462

(For County Probate Court Office Use Only)

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

County Probate Office in Alabama where the formation documents/articles of this domestic entity were recorded and where the recorded conversion document will be forwarded by SOS: Montgomery County, Alabama

2. **Information on the converted foreign entity(formed/created on conversion) – this entity will be registered as an authorized foreign entity in the State of Alabama under the same entity ID number as the converting entity:**

Converted entity will be (check one):

X Business Corporation
___ Nonprofit Corporation
___ Professional Corporation (PC)
___ Limited Liability Company (LLC)
___ Registered Limited Liability Partnership (LLP)
___ Limited Partnership (LP)
___ Limited Liability Limited Partnership (LLLP)
___ Employee Cooperative Corporation
___ Real Estate Investment Trust

3. The name of the new foreign entity resulting from this conversion:

Family Dollar Stores of Alabama, LLC.
The name must conform to the name requirements detailed in *Code of Alabama 1975* Title 10A, Chapter 1, Article 5 (see attached filing information sheet for details).

4. If the name in item number 3 above is identical to the name in item number 1 above, or if only the entity identifier (i.e., Inc., LLC, LP, etc.) changes, no name reservation certificate is required. If, however, the name differs in any way other than the identifier a name reservation certificate issued by the Office of the Alabama Secretary of State must be attached to this filing instrument (Name Reservation can be obtained online under Business Services at www.sos.alabama.gov).

5. Street (No PO Boxes) Address of principal office of new foreign/converted entity: 500 Volvo Parkway, Chesapeake, Virginia 23320

Mailing Address (if different)

6. The foreign entity has been filed in the public office of (name of agency and street address):

State Corporation Commission of the Commonwealth of Virginia, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219

of State/Country: Virginia/United States

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

7. **A certified copy of the filed conversion certificate/formation document for the new jurisdiction must be attached (evidences compliance with 10A-1-8.04(a)(1)). The document must include the formation document for corporations. If the conversion document is filed in the foreign jurisdiction is dated more than one year prior to the filing date/receipt by the Alabama Secretary of State of this document, you must provide a current certificate of existence or good standing if the entity is a Limited Partnership, Limited Liability Partnership, or Limited Liability Limited Partnership.**

8. Name of registered agent for service of process in Alabama (must be an individual who is a resident of Alabama or an entity registered to do business in the state and maintaining a physical location within Alabama):____

   Individual Name: _____ **OR**

   Organization/Entity Name: C T Corporation System

   If an organization/entity is indicated you must provide the entity's Alabama Entity ID Number (see page 1 for search instructions or obtain the number from the entity): 851-167 (Format 000-000)

9. Street (**No PO Boxes**) Address of registered office (**MUST** be physically located in Alabama and the location of the registered agent):

   2 North Jackson Street, Suite 605, Montgomery, Alabama 36104

   Mailing Address in Alabama (if different)_____

10. If the converted entity is one in which one or more owners lack limited liability protection, a statement that each owner of the converting entity who is to become a owner without limited liability protection of the resulting entity has consented in writing to the conversion as required by 10A-1-8.01 is attached.

11. The undersigned certify that the conversion was approved pursuant to *Code of Alabama 1975*, Title 10A, Chapter 1, Article 8 (specifically 10A-1-8.01) and that the information included in or attached to this conversion form are true and correct.

12. The converted foreign entity agrees to promptly pay to dissenting owners of the domestic entity that is a party to the conversion/termination of the domestic entity the amount, if any, to which they are entitled under Alabama Law (*Code of Alabama 1975*, 10A-1-8.04).

13. The converted foreign entity consents that service of process in a proceeding to enforce any obligation or any dissenter's rights of owners of the converted/terminated Alabama domestic entity may be made by registered mail addressed to the principal address of the surviving entity provided in this document or by any method provided by the Alabama Rules of Civil Procedure. Also, any notice or demand required or permitted by law to be served on the domestic entity terminated by this conversion may be served on the surviving or resulting foreign entity by registered mail addressed to the principal office of the surviving entity as provided in this document or in any other manner similar to the procedure provided by the Alabama Rules of Civil Procedures for the process of service.

14. The undersigned certify that signatures are in accordance with the requirements of 10A-1-4.01 of the *Code of Alabama 1975*.

DOMESTIC ENTITY CONVERSION TO REGISTERED FOREIGN ENTITY

1/26/2016
Date

Kevin Wampler, Executive Vice President and Chief Financial Officer
Typed Name and Title of Signature Below

Kevin L. Wampler
Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

Date

Typed Name and Title of Signature Below

Signature

1601080070

ARTICLES OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

Pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia, the undersigned corporation hereby executes the following Articles of Entity Conversion and sets forth:

ARTICLE I

The name of the corporation immediately prior to the filing of these Articles of Entity Conversion is Family Dollar Stores of Alabama, Inc. (the "Corporation"). The Corporation shall convert to a Virginia limited liability company (the "Conversion"), and its name shall be Family Dollar Stores of Alabama, LLC (the "Surviving Entity").

ARTICLE II

The Plan of Entity Conversion governing the Conversion is attached hereto as Exhibit A and made a part hereof (the "Plan of Entity Conversion"). The Plan of Entity Conversion includes as Schedule 1 thereto the full text of the Articles of Organization as they will be in effect immediately after consummation of the Conversion.

ARTICLE III

The effective time and date of the Conversion shall be 5:00 p.m. Eastern Time on January 27, 2016.

ARTICLE IV

The Plan of Entity Conversion was approved by the unanimous written consent of the directors and the sole shareholder of the Corporation.

[Signatures follow]

160108007B

IN WITNESS WHEREOF, the undersigned declares that the facts stated in these Articles of Entity Conversion of Family Dollar Stores of Alabama, Inc. are true as of the 27th day of January, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC., a Virginia corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160108979

Exhibit A

Plan of Entity Conversion

(See attached)

1991088970

PLAN OF ENTITY CONVERSION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.
INTO
FAMILY DOLLAR STORES OF ALABAMA, LLC

This Plan of Entity Conversion (this "Plan") is made with respect to the conversion of Family Dollar Stores of Alabama, Inc., a Virginia corporation (the "Corporation"), into Family Dollar Stores of Alabama, LLC, a Virginia limited liability company (the "Surviving Entity").

I

Declarations

The Corporation is duly organized and validly existing under the laws of the Commonwealth of Virginia. The Corporation desires to convert into the Surviving Entity pursuant to Sections 13.1-1010.4 and 13.1-722.9 of the Code of Virginia (the "Conversion"). The purpose of this Plan is to set forth certain terms and conditions under which the Conversion shall take place.

II

The Conversion

At the Effective Time (as defined below), the Corporation shall be converted into the Surviving Entity. The Conversion shall have the effect specified in Section 13.1-722.13 of the Code of Virginia.

III

Effective Time

After approval and adoption of this Plan by the directors and sole shareholder of the Corporation, the Corporation shall file Articles of Entity Conversion with the Virginia State

1601030070

Corporation Commission. Pursuant to Section 13.1-606 of the Code of Virginia, the conversion shall become effective at 5:00 p.m. Eastern Time on January 27, 2016 (the "Effective Time").

IV

Ownership

As of the Effective Time, by virtue of the Conversion and without any action on the part of the sole shareholder or member, each issued and outstanding share of the Corporation held by the sole shareholder shall automatically convert into all of the membership interest in the Surviving Entity and the sole shareholder of the Corporation shall be the sole member of, and shall own all of the membership interest in, the Surviving Entity.

V

Articles of Organization

The full text of the Articles of Organization of the Surviving Entity, as they will be in effect immediately after consummation of the Conversion, is attached hereto as Schedule 1.

VI

Other Provisions

This Plan shall be governed by the laws of the Commonwealth of Virginia.

Schedule 1

Articles of Organization of Family Dollar Stores of Alabama, LLC

(See attached)

1691080079

ARTICLES OF ORGANIZATION
OF
FAMILY DOLLAR STORES OF ALABAMA, LLC

In connection with the conversion of a stock corporation to a limited liability company under §13.1-1010.4 of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended, pursuant to that certain Plan of Entity Conversion of Family Dollar Stores of Alabama, Inc., the undersigned hereby sets forth the following:

1. The name of the Company is Family Dollar Stores of Alabama, LLC.

2. The initial registered office of the Company is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Company.

3. The post office address of the principal office where the records will be maintained pursuant to Code §13.1-1028 is 500 Volvo Parkway, Chesapeake, Virginia 23320.

4. To the fullest extent permitted by the Code of Virginia, as it now exists or may be later amended, in any proceeding brought by or in the right of the limited liability company or brought by or on behalf of members of the limited liability company, no manager or member of the Company shall be liable for any amount of monetary damages to the Company or its managers or members arising out of a single transaction, occurrence or course of conduct. The liability of a manager or member shall not be limited as provided in this paragraph, if the manager or member engaged in willful misconduct or a knowing violation of the criminal law.

IN WITNESS WHEREOF, the undersigned organizer has set forth their signature this 27th day of January, 2016.

Meagan J. Thomasson, Organizer

S598649 - 4

1601280079

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of entity conversion of Family Dollar Stores of Alabama, Inc. issued January 27, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

160160652

ARTICLES OF DOMESTICATION OF FAMILY DOLLAR STORES OF ALABAMA, INC. non-dom

The undersigned, on behalf of the foreign corporation set forth below, pursuant to Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the filing of these articles of domestication is Family Dollar Stores of Alabama, Inc. Upon the filing of these articles, the name of the corporation shall be Family Dollar Stores of Alabama, Inc.

2. The corporation was originally incorporated under the laws of the State of Alabama on April 10, 1979. Prior hereto, the corporation has never changed its jurisdiction of incorporation.

3. The plan of domestication, pursuant to § 13.1-722.2 of the Code of Virginia, is set forth in Exhibit A hereto.

4. The full text of the amended and restated articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit B.

5. The domestication is permitted by the laws of the jurisdiction in which the corporation is incorporated immediately prior to the filing of these articles, and the corporation has complied with those laws in effecting the domestication.

6. The effective date and time of the domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

[Signature Page Follows]

1601080652

IN WITNESS WHEREOF, these Articles of Domestication of Family Dollar Stores of Alabama, Inc. have been executed as of the 22 day of January, 2016.

FAMILY DOLLAR STORES OF
ALABAMA, INC., an Alabama corporation

By: Kevin L Wampler

Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

160169652

EXHIBIT A

PLAN OF DOMESTICATION

See attached.

19910909952

PLAN OF DOMESTICATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

ARTICLE I

FAMILY DOLLAR STORES OF ALABAMA, INC. (the "Corporation"), which was formed in the State of Alabama, shall be domesticated in the Commonwealth of Virginia pursuant to the provisions of Title 13.1, Chapter 9, Article 12.1 of the Code of Virginia of 1950, as amended (the "Code"), and the provisions of Title 10A, Chapter 1, Article 8 of the Alabama Business and Nonprofit Entities Code (the "Domestication"). The Corporation shall cease to be an Alabama domestic corporation as of the effective time and date of this Plan of Domestication.

ARTICLE II

The Amended and Restated Articles of Incorporation of the Corporation, which comply with the requirements of §13.1-619 of the Virginia Stock Corporation Act, are attached hereto as they will be in effect upon the effective time of the Domestication.

ARTICLE III

The Bylaws of the Corporation as in effect as of the date hereof shall continue in effect without change when the Domestication becomes effective.

ARTICLE IV

The directors and officers of the Corporation currently in office will continue in office upon the effective time of the Domestication. The current shareholder of the Corporation will continue to be the shareholder of the Corporation upon the effective time of the Domestication. All shares of the Corporation issued and outstanding immediately prior to the Domestication shall remain outstanding and constitute the same number of shares of the Corporation after the Domestication. The designations, rights, preferences or limitations of all or part of the authorized shares shall remain unaltered by the Domestication, except to the extent required to conform with the requirements of Chapter 9 of Title 13.1 of the Code.

ARTICLE V

The officers of the Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Domestication or the domestication of the Corporation in Virginia.

1601698952

ARTICLE VI

The effect of the Domestication shall be as set forth in §13.1-722.6 of the Virginia Stock Corporation Act.

ARTICLE VII

The effective date and time of the Domestication shall be 3:00 p.m. Eastern Time on January 26, 2016.

1601060652

IN WITNESS WHEREOF, this Plan of Domestication of Family Dollar Stores of Alabama, Inc., has been executed on January 11, 2016.

FAMILY DOLLAR STORES OF ALABAMA, INC.,
an Alabama corporation

By: Kevin L Wampler
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1601860652

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

See attached.

19910000652

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FAMILY DOLLAR STORES OF ALABAMA, INC.

In connection with the redomestication of a stock corporation under Chapter 9 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Code"), pursuant to that certain Plan of Domestication of Family Dollar Stores of Alabama, Inc., the undersigned sets forth the following:

1. The name of the Corporation is: Family Dollar Stores of Alabama, Inc.

2. The Corporation shall have the power to do all things necessary or convenient to carry out its business and affairs and to engage in any lawful activity not required to be stated in these Articles of Incorporation, including, but not limited to, those activities and powers set forth in the Code.

3. The powers and purposes in these Articles of Incorporation shall not be deemed to exclude in any way or limit by inference any powers or purposes granted to the Corporation by the laws of the Commonwealth of Virginia, now or subsequently in effect, or implied by any reasonable construction of such laws.

4. The aggregate number of shares the Corporation shall have authority to issue is one thousand (1,000) shares of common stock having no par value.

5. The initial registered office of the Corporation is in the County of Henrico, Virginia, and its post office address is 4701 Cox Road, Suite 285, Glen Allen, VA, 23060-6802. The name of its initial registered agent is C T Corporation System, a domestic or foreign stock or nonstock corporation, limited liability company, or registered limited liability partnership authorized to transact business in the Commonwealth of Virginia, and whose business address is the same as the address of the initial registered office of the Corporation.

6. To the fullest extent permitted by the Code, as it now exists or may be later amended, no officer or director of the Corporation shall be liable for any amount of monetary damages to the Corporation or its shareholders arising out of a single transaction, occurrence or course of conduct, for breach of fiduciary duty or otherwise. The liability of an officer or director shall not be limited as provided in this paragraph if the officer or director engaged in willful misconduct or a knowing violation of criminal law or any federal or state securities law.

7. No holder of shares of the Corporation shall have any preemptive right to acquire any authorized but unissued shares of the Corporation.

[Signature Page Follows]

160106652

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of Family Dollar Stores of Alabama, Inc. have been signed as of this 22 day of January, 2016.

By: _____
Name: Kevin Wampler
Title: Executive Vice President and Chief Financial Officer

1601060652

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the certificate of domestication of Family Dollar Stores of Alabama, Inc. issued January 26, 2016.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 2, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0502

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 26, 2016

JOY NICHOLS
WILLIAMS MULLEN
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, Inc.

ID: 0800581 - 1

DCN: 16-01-26-1111

Dear Customer:

This is your receipt for $75.00 covering the fees for filing articles of domestication and articles of incorporation with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of domestication is January 26, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, Inc.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

DOMRCPT
DOM
CIS0343

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

0800581 - 1

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 26, 2016

The State Corporation Commission has found the accompanying articles of domestication submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF DOMESTICATION

be issued and admitted to record with the articles of domestication and articles of incorporation in the Office of the Clerk of the Commission, effective January 26, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc., a foreign corporation, is deemed to be a corporation incorporated under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, Inc.

The corporation is granted the authority conferred on it by law in accordance with its articles of incorporation, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

DOMACPT
CIS0343
16-01-26-1111

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 26, 2016

This is to certify that the certificate of domestication of

Family Dollar Stores of Alabama, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: January 26, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0343

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

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

the entity records on file in this office disclose that Family Dollar Stores of Alabama, LLC a Virginia entity, qualified in the State of Alabama on February 3, 2016. The Alabama Entity Identification number for this entity is 056-230. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

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.

2/5/2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20160205000021766

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 27, 2016

JOY NICHOLS
WILLIAMS MULLEN
200 SOUTH 10TH STREET STE 1600
RICHMOND, VA 23219

RECEIPT

RE: Family Dollar Stores of Alabama, LLC

ID: S598649 - 4

DCN: 16-01-27-1110

Dear Customer:

This is your receipt for $100.00 covering the fees for filing articles of entity conversion with this office.

This is also your receipt for $200.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of entity conversion is January 27, 2016. When the certificate is effective, Family Dollar Stores of Alabama, Inc. is converted to a limited liability company organized under the laws of this Commonwealth with the following name:

Family Dollar Stores of Alabama, LLC

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CNVRLRCT
CNVR
CIS0353

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

S598649 - 4

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 27, 2016

The State Corporation Commission has found the accompanying articles of entity conversion submitted on behalf of

Family Dollar Stores of Alabama, Inc.

to comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ENTITY CONVERSION

be issued and admitted to record with the articles of entity conversion and articles of organization in the Office of the Clerk of the Commission, effective January 27, 2016.

When the certificate becomes effective, Family Dollar Stores of Alabama, Inc. is deemed to be a limited liability company organized under the laws of this Commonwealth with the name

Family Dollar Stores of Alabama, LLC

The limited liability company is granted the authority conferred on it by law in accordance with its articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By Mark C. Christie

Mark C. Christie
Commissioner

CNVRLACT
CIS0353
16-01-27-1110

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Family Dollar Stores of Alabama, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is January 27, 2016; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
February 22, 2019

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1902225983

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, January 27, 2016

This is to certify that the certificate of entity conversion of

Family Dollar Stores of Alabama, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2016

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0353

STATE OF ALABAMA

* * * * *

CERTIFICATE OF INCORPORATION

OF

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

* * * * *

FIRST: The corporate name is

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

SECOND: The objects for which the corporation is formed are: To establish, conduct and carry on a general merchandising business and in connection therewith to carry on all or any of the trades and businesses of dry goods merchants, cloth manufacturers, furriers, haberdashers, hosiers, milliners, dressmakers, tailors, hatters, clothiers, furnishers, outfitters, glovers, and boot and shoe makers.

To manufacture, purchase, or otherwise acquire goods, merchandise and personal property of every class, and to hold, own, mortgage, sell or otherwise dispose of, trade, deal in and with the same.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To enter into, make, perform and carry out contracts of every kind and for any lawful purpose with any person, firm, association or corporation.

Without limit as to amount to borrow money, issue notes, bonds or other negotiable paper or mortgage, pledge or otherwise transfer or convey the real and personal property to secure the payment of money borrowed or any debts contracted in the manner provided by statute.

To subscribe for, acquire, hold, and dispose of the stock, bonds or other evidence of indebtedness of any other corporation of this or any other state or foreign countries and while owner thereof to exercise the rights, privileges and powers of ownership, including the right to vote.

To carry on business in any of the States, Territories, Colonies or Dependencies of the United States, in the District of Columbia, and in any and all foreign countries, to have one or more offices therein and therein to acquire, hold, transfer, mortgage and convey real and personal property, without limit as to amount but always subject to local laws.

To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world.

In general, to carry on any other business in connection with the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Alabama upon corporations.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no wise limited or restricted by reference to, or inference from the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

THIRD: The location of its principal office in Alabama is in the City of Montgomery, County of Montgomery.

FOURTH: The total number of shares which this corporation is authorized to issue is one hundred (100) and the par value of each of such shares is Ten Dollars ($10.00).

The amount of capital stock with which this corporation will commence business is One Thousand Dollars ($1,000.00).

FIFTH: The name and post-office address of the agent designated by the incorporators to receive subscriptions to the said capital stock are:

NAME	POST-OFFICE ADDRESS
D.A. Sullivan	1820 First National Bank Tower Atlanta, Georgia 30303

SIXTH: The names and post-office addresses of the incorporators and the number of shares subscribed for by each are as follows:

NAME	POST-OFFICE ADDRESS	SHRS.
P.B. Machen	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
G.F. Robinson	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	30
J. Rausher	1820 1st Nat'l Bank Tower Atlanta, Ga. 30303	40

SEVENTH: The names and post-office addresses of the directors and officers chosen for the first year are as follows:

	NAMES	POST-OFFICE ADDRESSES
Dir.	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Dir.	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212
Pres.	Lewis E. Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Jewell M. Garrison	10401 Old Monroe Road Charlotte, N.C. 28212
Vice Pres.	Stephon G. Simms	10401 Old Monroe Road Charlotte, N.C. 28212
Sec'y	George R. Mahoney, Jr.	10401 Old Monroe Road Charlotte, N.C. 28212

Treas.& Chr. of Board	Leon Levine	10401 Old Monroe Road Charlotte, N.C. 28212
Asst. Treas.	Daylon W. Powell	10401 Old Monroe Road Charlotte, N.C. 28212

EIGHTH: The duration of the corporation shall be perpetual.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

To authorize and cause to be executed mortgages upon the real and personal property of the corporation.

To hold its meetings, to have one or more offices, and to keep the books of the corporation (subject to the provisions of the statutes) without the State of Alabama, at such places as may be from time to time designated by them.

To act without a meeting on any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof if prior to such action a written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent thereto is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

TENTH: The corporation may use and apply its surplus earnings or accumulated profits to the purchase or acquisition of property, and to the purchase or acquisition

of its own capital stock from time to time, to such extent and in such manner, and upon such terms as its board of directors shall determine; and neither the property nor the capital stock so purchased and acquired shall be regarded as profits for the purpose of declaration or payment of dividends, unless otherwise determined by a majority of the board of directors.

ELEVENTH: The corporation reserves the right to amend, alter or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

TWELFTH: The corporation shall not carry on or exercise any of the business, purposes or powers hereinabove authorized except in full compliance with and under such licenses or other authority as may be required by the laws of the State of Alabama and in no event in violation of said laws.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of April, A.D. 1979.

H.B. Machen

G.F. Robinson

J. Rausher

Signed and delivered in
The presence of:

D.A. Sullivan

FAMILY DOLLAR STORES OF TARRANT, ALA., INC.

I, the undersigned, being the agent authorized by the incorporators to receive subscriptions to the capital stock hereby make the following statement:

1. The amount of capital stock paid in cash is $1,000.00

2. Copy of the subscription list is as follows:

SUBSCRIPTION LIST

WHEREAS, it is proposed to organize a corporation under the laws of the State of Alabama to be known as, FAMILY DOLLAR STORES OF TARRANT, ALA., INC. and

WHEREAS, the authorized capital stock of said corporation is to be One Thousand Dollars ($1,000) divided into One Hundred (100) shares of the par value of Ten Dollars ($10.00) each.

NOW, THEREFORE, the signers hereto, in consideration of the mutual covenants herein contained and for other good and valuable considerations, do severally agree, each with the other that they will take and pay for and they do hereby severally subscribe to the number of shares of the capital stock of said corporation set opposite their respective names for the considerations, respectively, as herein set forth.

The undersigned, P.B. Machen; G.F. Robinson and J. Rausher hereby agree to pay Ten Dollars ($10.00) for each share of stock set opposite their respective names, for which the corporation is to issue to them the amount of stock so subscribed, respectively, such stock to be full paid and not liable to any further call.

NAMES	RESIDENCES	SHRS.
P.B. Machen	844 Clemont Avenue #5 Atlanta, Ga. 30306	30
G.F. Robinson	4061 Indian Manor Drive Stone Mountain, Ga. 30083	30
J. Rausher	2397 Woodridge Drive Decatur, Ga. 30033	40

Dated April 6, 1979.

3. The said P.B. Nachen, G.F. Robinson and J. Rausher subscribers named in the foregoing subscription list have paid in cash the full value of the shares subscribed by them respectively.

D.A. Sullivan

D.A. Sullivan

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me the undersigned, a Notary Public in and for the state and county aforesaid, the above named D.A. Sullivan who made oath that he is the person authorized by the incorporators to receive subscriptions to the capital stock and that the facts contained in the foregoing statement are true. Given under my hand this the 6th day of April, 1979.

Notary Public

This instrument was prepared by:

George R. Mahoney, Jr., Hse. Csl.
Family Dollar Stores, Inc.
P.O. Box 25800
Charlotte, North Carolina 28212

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT

APR 10 2 50 PM 1979

JUDGE OF PROBATE

001.00
025.00
002.50
005.00
010.00
555542 043.50

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 4/10/79 in Book LR Bk 13 Page 0273-0279

Judge of Probate

Alabama Secretary of State

Family Dollar Stores of Alabama, LLC	
Entity ID Number	056 - 230
Entity Type	Foreign Limited Liability Company
Principal Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Principal Mailing Address	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Status	Exists
Place of Formation	Virginia
Formation Date	4-10-1979
Qualify Date	2-3-2016
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	DRY GOODS
Capital Authorized	$1,000
Capital Paid In	$1,000
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014
Transactions	
Transaction Date	4-26-1979
Registered Agent Changed From	Not Provided
Transaction Date	10-18-1982
Registered Agent Changed From	THE CORPORATION COMPANY MONTGOMERY, AL
Transaction Date	12-17-1997
Legal Name Changed From	Family Dollar Stores of Tarrant, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Alabama, Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Dothan, Ala., Inc.
Transaction Date	12-17-1997
Legal Name Merged	Family Dollar Stores of Sylacauga, Ala., Inc.
Transaction Date	12-17-1997
Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE: 01-01-1998 @12:01 A.M.
Transaction Date	7-14-2010
Registered Agent Changed From	PRENTICE HALL CORPORATION SYSTEM INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	1-14-2015
Miscellaneous Filing Entry	AGENT CHANGE DOCUMENT FILED 4/10/1979 FILED AND SCANNED TO THE INDEX 1/14/2015
Transaction Date	2-3-2016
Legal Name Changed From	Family Dollar Stores of Alabama, Inc.
Transaction Date	2-3-2016
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	2-3-2016
Member/Shr Activity	*Removed MACHEN, P B
Transaction Date	2-3-2016
Member/Shr Activity	*Removed RAUSHER, J
Transaction Date	2-3-2016

Family Dollar Stores of Alabama, LLC	
Member/Shr Activity	*Removed ROBINSON, G F
Transaction Date	2-3-2016
Miscellaneous Filing Entry	CONVERSION FROM D/C FILED
Transaction Date	2-3-2016
Place of Formation Changed	from Montgomery County to Virginia
Transaction Date	6-6-2017
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Transaction Date	6-6-2017
Agent Mailing Address Changed From	CT CORPORATION SYSTEM 2 NO JACKSON ST STE 605 MONTGOMERY, AL 36104
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	4-10-1979 Certificate of Formation 7 pgs.
Document Date / Type / Pages	10-18-1982 Registered Agent Change 1 pg.
Document Date / Type / Pages	12-17-1997 Merger 6 pgs.
Document Date / Type / Pages	7-14-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	1-14-2015 Registered Agent Change 1 pg.
Document Date / Type / Pages	2-3-2016 Conversion 24 pgs.
Document Date / Type / Pages	6-6-2017 Registered Agent Change 2 pgs.

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THE STATE OF ALABAMA

I, Billy Joe Camp, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of Section 10-2A-143, Code of Alabama, 1975, have been received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger merging:

Family Dollar Stores, Inc., Family Dollar Stores of Scottsboro, Ala., Inc., Family Dollar Stores of Ft. Payne, Ala., Inc., Family Dollar Stores of Roanoke, Ala., Inc., Family Dollar Stores of Demopolis, Ala., Inc., Family Dollar Stores of Tallassee, Ala., Inc., Family Dollar Stores of Attalla, Ala., Inc., Family Dollar Stores of Opelika, Ala., Inc., Family Dollar Stores of Huntsville, Ala., Inc., Family Dollar Stores of Mobile, Ala., Inc., Family Dollar Stores of Brewton, Ala., Inc., Family Dollar Stores of Foley, Ala., Inc., Family Dollar Stores of Clanton, Ala., Inc., Family Dollar Stores of Selma, Ala., Inc., Family Dollar Stores of Piedmont, Ala., Inc., Family Dollar Stores of Cullman, Ala., Inc., Family Dollar Stores of Fayette, Ala., Inc., Family Dollar Stores of Hartselle, Ala., Inc., Family Dollar Stores of Bay Minette, Ala., Inc., Family Dollar Stores of Hueytown, Ala., Inc., Family Dollar Stores of Birmingham, Ala., Inc., Family Dollar Stores of Geneva, Ala., Inc., Family Dollar Stores of Opp, Ala., Inc., Family Dollar Stores of Eufaula, Ala., Inc., Family Dollar Stores of Andalusia, Ala., Inc., Family Dollar Stores of Childersburg, Ala., Inc., Family Dollar Stores of Northport, Ala., Inc., Family Dollar Stores of Greenville, Ala., Inc., Family Dollar Stores of Georgiana, Ala., Inc., Family Dollar Stores of Decatur, Ala., Inc., Family Dollar Stores of Florence, Ala., Inc., Family Dollar Stores of Sheffield, Ala., Inc., Family Dollar Stores of Athens, Ala., Inc., Family Dollar Stores of Guin, Ala., Inc., Family Dollar Stores of Boaz, Ala., Inc., Family Dollar Stores of Russellville, Ala., Inc., Family Dollar Stores of Moulton, Ala., Inc., Family Dollar Stores of Aliceville, Ala., Inc. and Family Dollar Stores of Lanett, Ala., Inc. into Family Dollar Stores of Hamilton, Ala., Inc., all Alabama Corporations, changing its name to Family Dollar Stores of Alabama, Inc.

and attaches hereto a duplicate original of the Articles of Merger.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Alabama to be affixed at the Capitol, in the City of Montgomery, on this day.

August 31, 1992

Billy Joe Camp, Secretary of State

FILED IN THIS OFFICE
AUG 3 1 1992
5:00 PM
SECRETARY OF STATE

ARTICLES OF MERGER
OF EACH OF THE UNDERSIGNED CORPORATIONS DESIGNATED AS A MERGING CORPORATION WITH AND INTO FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

Pursuant to the provisions of the Alabama Business Corporation Act governing the merger of two or more domestic business corporations, Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation (the "Surviving Corporation"), and each of the undersigned corporations designated as a merging corporation, each of which is an Alabama corporation (collectively referred to herein as the "Merging Corporations"), hereby adopt and submit these Articles of Merger.

ARTICLE I

I. The Surviving Corporation and each of the Merging Corporations are business corporations organized under the laws of the State of Alabama and subject to the Alabama Business Corporation Act.

ARTICLE II

II. The respective Boards of Directors of the Surviving Corporation and of each of the Merging Corporations has duly approved the Plan of Merger (the "Plan"), attached hereto as Exhibit A and incorporated herein by reference, for merging each of the Merging Corporations with and into the Surviving Corporation.

ARTICLE III

III. Each of the Merging Corporations has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of stock of each of the Merging Corporations were voted in favor of the Plan, and none of the shares of stock of any of the Merging Corporations were voted against the Plan.

ARTICLE IV

IV. The Surviving Corporation has 100 outstanding shares of stock, all of which shares are of the same class. All of the shares of the Surviving Corporation were voted in favor of the Plan, and none of the shares of stock of the Surviving Corporation were voted against the Plan.

ARTICLE V

V. The Surviving Corporation shall continue its existence as the surviving corporation under the name Family Dollar Stores of Alabama, Inc. pursuant to the provisions of the Alabama Business Corporation Act.

ARTICLE VI

VI. For each of the Merging Corporations, its Articles of Incorporation or, in the case of a Merging Corporation that existed on January 1, 1981, its Certificate of Incorporation is filed in the County of Montgomery in the State of Alabama.

ARTICLE VII

VII. The Articles of Incorporation of the Surviving Corporation are filed in the County of Montgomery in the State of Alabama.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 13th day of August, 1992.

SURVIVING CORPORATION:

FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

EACH OF THE FOLLOWING IS A MERGING CORPORATION:

FAMILY DOLLAR STORES, INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SCOTTSBORO, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FT. PAYNE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ROANOKE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DEMOPOLIS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF TALLASSEE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATTALLA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPELIKA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUNTSVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF MOBILE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BREWTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FOLEY, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CLANTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SELMA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF PIEDMONT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FAYETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CULLMAN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BAY MINETTE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HARTSELLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BIRMINGHAM, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF HUEYTOWN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GENEVA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF OPP, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF EUFAULA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ANDALUSIA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF NORTHPORT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF CHILDERSBURG, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GEORGIANA, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GREENVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF FLORENCE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF DECATUR, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ATHENS, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF SHEFFIELD, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF RUSSELLVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF GUIN, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF ALICEVILLE, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF BOAZ, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF LANETT, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice President

By this signature also attested by:

By: _____
George R. Mahoney, Jr., Secretary

FAMILY DOLLAR STORES OF
MOULTON, ALA., INC.

By: _____
Stephen G. Simms, Senior Vice
President

By this signature also attested
by:

By: _____
George R. Mahoney, Jr.,
Secretary

JRH/82

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Family Dollar Stores of Hamilton, Ala., Inc. and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

Before me, the undersigned authority in the aforesaid county and state, personally appeared Stephen G. Simms, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of each of the Merging Corporations as designated in the Articles of Merger and that the foregoing statements contained in the Articles of Merger are true, full, and correct.

Stephen G. Simms, Senior Vice President

Subscribed and sworn to before me this 13th day of August, 1992.

Florence W. Stanley
Notary Public

My Commission Expires: October 13, 1993

EXHIBIT A

PLAN OF MERGER
OF THE ALABAMA CORPORATIONS
SET FORTH ON SCHEDULE A ATTACHED HERETO
WITH AND INTO
FAMILY DOLLAR STORES OF HAMILTON, ALA., INC.

The Board of Directors and the sole shareholder of Family Dollar Stores of Hamilton, Ala., Inc., an Alabama corporation ("FDS"), and the respective Boards of Directors and shareholders of each of the Alabama corporations set forth on Schedule A attached hereto (collectively referred to herein as the "Merging Corporations" and, together with FDS, sometimes collectively referred to herein as the "Constituent Corporations") have approved the merger of each of the Merging Corporations with and into FDS, with FDS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein (the "Merger").

ARTICLE I

THE MERGER

1.1 Surviving Corporation. In accordance with the provisions of this Plan of Merger (the "Plan") and the Alabama Business Corporation Act (the "Act"), at the Effective Time (as defined in Section 1.6 below), each of the Merging Corporations shall be merged with and into FDS, and FDS shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Alabama. At the Effective Time, the separate existence of each of the Merging Corporations shall cease. The Surviving Corporation shall succeed, insofar as permitted by law, to all of the rights, assets, liabilities, and obligations of each of the Merging Corporations.

1.2 Name of Surviving Corporation. At the Effective Time of the Merger, the name of the Surviving Corporation shall be Family Dollar Stores of Alabama, Inc.

1.3 Articles of Incorporation. The Articles of Incorporation of FDS, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation, as amended by Section 1.7 hereof, until thereafter further amended as permitted by law.

1.4 Bylaws. The bylaws of FDS, as in effect immediately prior to the Effective Time, shall be the bylaws (the "Bylaws") of the Surviving Corporation until thereafter amended as permitted by law.

1.5 Directors and Officers. The directors and officers of FDS immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effective Time. Subject to the terms and conditions hereof, the parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Alabama Secretary of State, in such form as required by, and executed in accordance with, the Act. The effective time and date of the Merger shall be the time the Articles of Merger are filed with the Alabama Secretary of State on the 31st day of August, 1992 (the "Effective Time").

1.7 Amendment to Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be hereby amended at the Effective Time of the Merger by deleting Section First in its entirety and substituting the following in lieu thereof: First: The name of the Corporation is Family Dollar Stores of Alabama, Inc.

ARTICLE II

STOCK CONVERSION

2.1 Stock of Merging Corporations. Solely by virtue of the Merger, each share of stock of each of the Merging Corporations outstanding immediately prior to the Effective Time shall be cancelled, and all rights with respect thereto shall cease to exist, without any conversion thereof.

2.2 FDS Stock. At the Effective Time of the Merger, the outstanding shares of stock of FDS shall not be converted, exchanged, or altered in any manner as a result of the Merger and will remain outstanding as shares of stock of the Surviving Corporation.

ARTICLE III

EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, each employee benefit plan and incentive compensation plan sponsored by any of the Merging Corporations shall be assumed by, and continue to be a plan of, the Surviving Corporation.

ARTICLE IV

CORPORATE APPROVALS

This Plan has been adopted and approved, in accordance with the Act, by the respective Boards of Directors and shareholders

of each of the Constituent Corporations, effective as of the 13th day of August, 1992.

ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the filing of the Articles of Merger with the Alabama Secretary of State, this Plan may be terminated and the Merger abandoned by the Board of Directors of any one of the Constituent Corporations, notwithstanding approval of this Plan by the shareholders of the Constituent Corporations.

5.2 Amendment. This Plan may be amended, modified, or supplemented at any time prior to the filing of the Articles of Merger with the Alabama Secretary of State with the unanimous consent of the Board of Directors of each of the Constituent Corporations; provided, however, that this Plan may not be amended in any manner that, in the judgment of the Board of Directors of any one of the Constituent Corporations, would have a material adverse effect on the rights of its shareholders or in any manner not permitted under the Act.

5.3 Headings. The headings set forth herein are inserted for convenience and reference purposes only and are not intended to be part of, or to affect the meaning or interpretation of, this Plan.

JRH/83

SCHEDULE A

Family Dollar Stores, Inc.
Family Dollar Stores of Scottsboro, Ala., Inc.
Family Dollar Stores of Ft. Payne, Ala., Inc.
Family Dollar Stores of Roanoke, Ala., Inc.
Family Dollar Stores of Demopolis, Ala., Inc.
Family Dollar Stores of Tallassee, Ala., Inc.
Family Dollar Stores of Attalla, Ala., Inc.
Family Dollar Stores of Opelika, Ala., Inc.
Family Dollar Stores of Huntsville, Ala., Inc.
Family Dollar Stores of Mobile, Ala., Inc.
Family Dollar Stores of Brewton, Ala., Inc.
Family Dollar Stores of Foley, Ala., Inc.
Family Dollar Stores of Clanton, Ala., Inc.
Family Dollar Stores of Selma, Ala., Inc.
Family Dollar Stores of Piedmont, Ala., Inc.
Family Dollar Stores of Cullman, Ala., Inc.
Family Dollar Stores of Fayette, Ala., Inc.
Family Dollar Stores of Hartselle, Ala., Inc.
Family Dollar Stores of Bay Minette, Ala., Inc.
Family Dollar Stores of Hueytown, Ala., Inc.
Family Dollar Stores of Birmingham, Ala., Inc.
Family Dollar Stores of Geneva, Ala., Inc.
Family Dollar Stores of Opp, Ala., Inc.
Family Dollar Stores of Eufaula, Ala., Inc.
Family Dollar Stores of Andalusia, Ala., Inc.
Family Dollar Stores of Childersburg, Ala., Inc.
Family Dollar Stores of Northport, Ala., Inc.
Family Dollar Stores of Greenville, Ala., Inc.
Family Dollar Stores of Georgiana, Ala., Inc.
Family Dollar Stores of Decatur, Ala., Inc.
Family Dollar Stores of Florence, Ala., Inc.
Family Dollar Stores of Sheffield, Ala., Inc.
Family Dollar Stores of Athens, Ala., Inc.
Family Dollar Stores of Guin, Ala., Inc.
Family Dollar Stores of Boaz, Ala., Inc.
Family Dollar Stores of Russellville, Ala., Inc.
Family Dollar Stores of Moulton, Ala., Inc.
Family Dollar Stores of Aliceville, Ala., Inc.
Family Dollar Stores of Lanett, Ala., Inc.

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: 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).

Retail Beer Off-Premises and Retail Table Wine Off-Premises

(Type of alcoholic beverage license)

To be used in a/an Retail/Grocery

(Type of business)

Family Dollar Stores of Alabama, LLC

(Name of applicant whether individual, corporation, etc.)

415 Azalea Road

(Location address for application)

Mobile	AL	33609
City	**State**	**Zip**

9,263 SQ FT

(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development 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-2 **Parking Provided** 31

Parking Required 31 **Compliance:** X **Yes** _____ **No**

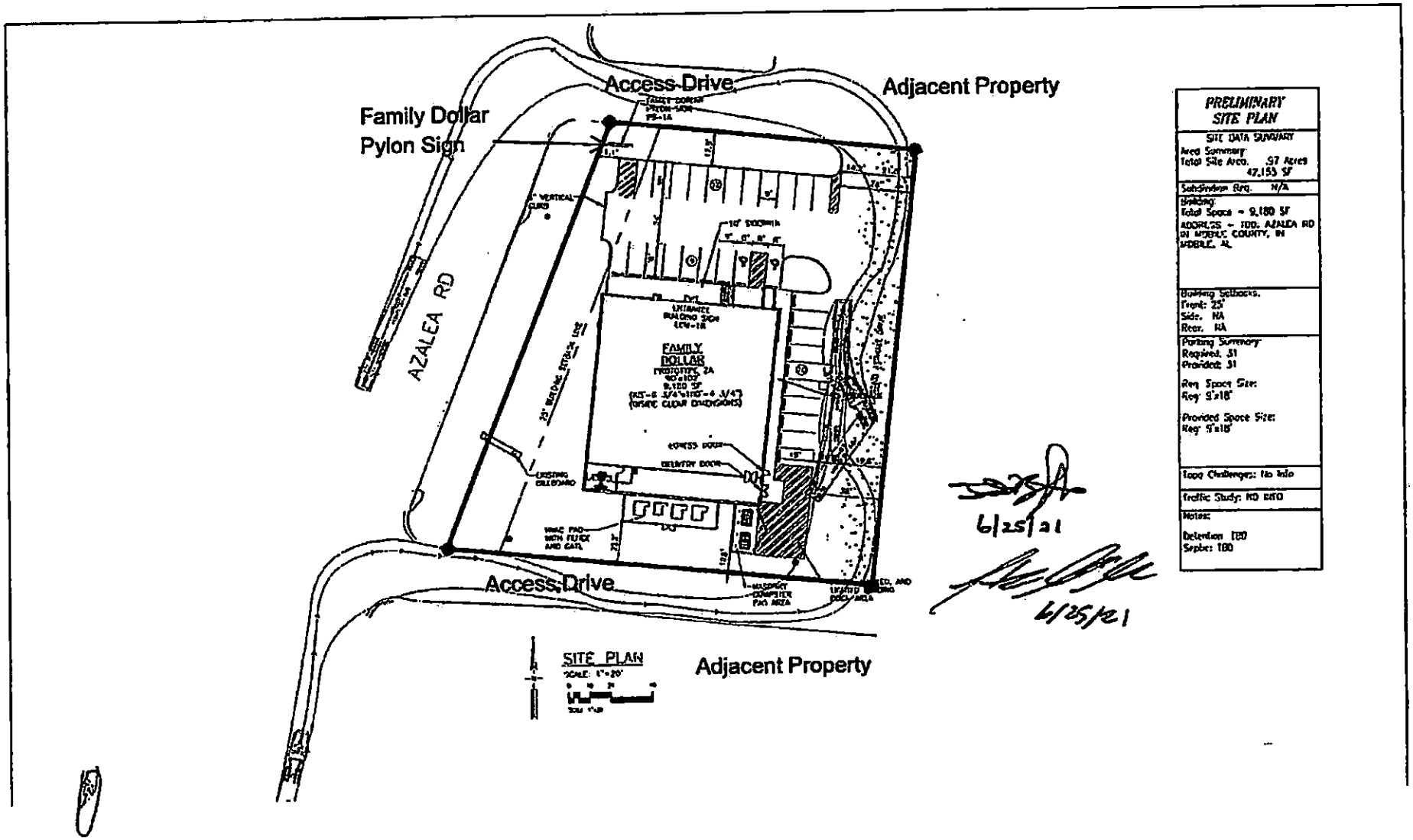
H. Logan Anderson — 02/03/2023

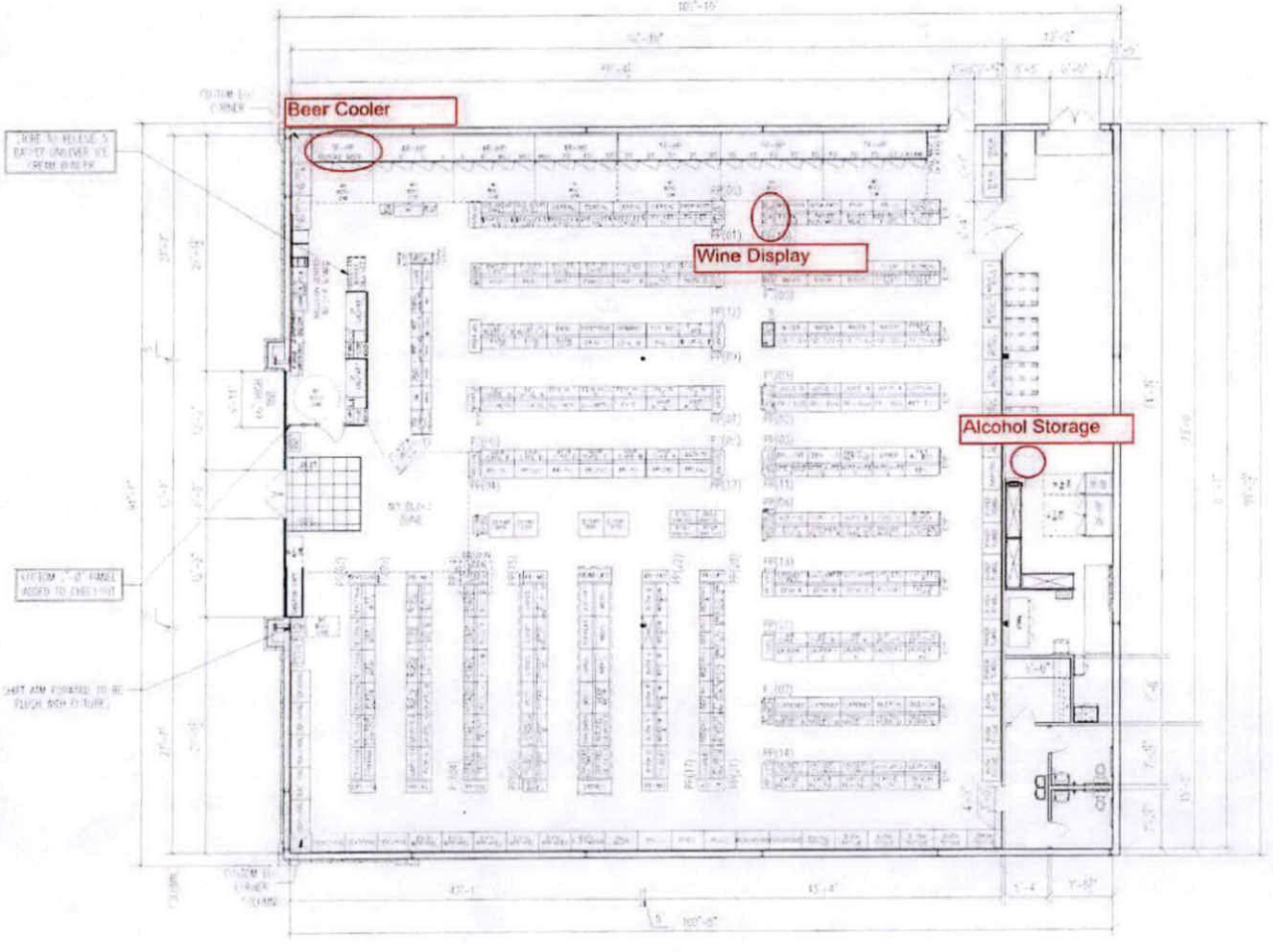
(Signed by Urban Development Dept) **Date**

EXHIBIT A
SITE PLAN

PROPOSED RETAIL

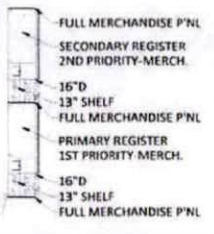
MOBILE, AL





POWER PANEL LIST	
PP (01)	CANDY
PP (02)	PETS
PP (03)	PETS - ACCESSORIES
PP (04)	BELTS & WALLETS
PP (05)	BABY W/PES
PP (06)	LITTLE TREE AIR FRESHENER
PP (07)	BODY SPRAY
PP (08)	TOYS
PP (09)	SPECIALTY BATH
PP (10)	PUZZLE BOOKS
PP (11)	COMMAND
PP (12)	FOOT CARE/LIP CARE
PP (13)	WORK GLOVES
PP (14)	SEWING NOTIONS
PP (15)	SHOE CARE
PP (17)	INCENSE
PP (18)	PLACEMATS
PP (20)	SALT/DIFFUSERS
PP (21)	LED STRIPS LIGHT
PP (22)	CURTAIN LIGHTS
PP (23)	GAIN
PP (24)	DIECAST VEHICLE
PS (1-8)	SEASONAL

CHECK OUT PRIORITY



STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL INTERIOR SQ FT	SALES SQ FT	USABLE STOCK SQ FT	EXTERIOR SQ FT	AA HAIR CARE	AA	HISPANIC	CEILING HEIGHT	AGS	RISK CLASS	SECTION COUNT	DRAWN BY	PROJECT MANAGER	DATE
NEW 12977 32977	798619	MOBILE, AL	URBAN H2	2/7/2022	8,906	7,705	668	9,263	HIGH	HIGH	VERY LOW	12'-0"	375	2	300 29 EC	S. FITZGERALD	RODAK	08/03/2021

FAMILY $ DOLLAR
500 VOLVO PKWY | CHESAPEAKE, VA 23320
CONFIDENTIAL - FAMILY DOLLAR USE ONLY

MERCHANDISE PLAN

REVISIONS
1.ROH - FINAL FIXTURE, UPDATED MERCHANDISE TO CURRENT TEMPLATE RELEASE, ADDED DATA EXTRACTION, ADDED POWER PANELS, AND UPDATED POWER PANEL LIST. 12/10/2021
P. JAMES - CALENEAR PLAN; ADDED START DATE. 1/4/22

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 574-8534)

LOT 1 ZEIGLER - ATHEY RESUBDIVISION MBK 126/50 LESS AND EXCEPT THAT PART INTO R/W OF ATHEY RD.

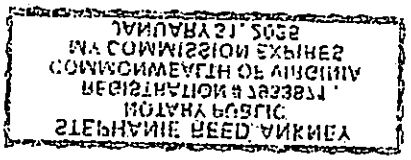
The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Family Dollar Stores of Alabama, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 9th day of March, 2022.

Notary Public — SEE attached — Property Owner — Date

My Commission Expires: January 31, 2025 — Licensee — Date

STEPHANIE REED ANKNEY
NOTARY PUBLIC
REGISTRATION # 7933871
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2025


STEPHANIE REED ANKNEY
NOTARY PUBLIC
REGISTRATION # 1258854
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2022

Store No. 28882 – Mobile, AL

STATE OF ALABAMA AMENDED AND RESTATED LEASE AGREEMENT

COUNTY OF MOBILE

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into this 4TH day of August, 2022, by and between SOUTHERN BUYERS GROUP, LLC, an Alabama limited liability company, successor in interest to Moffat Road Shopping Center, LLC, an Alabama limited liability company ("Landlord"), and FAMILY DOLLAR STORES OF ALABAMA, LLC, a Virginia limited liability company, successor in interest to Family Dollar Stores of Alabama, Inc., an Alabama corporation ("Tenant").

WITNESETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated April 28, 2011, as amended by that certain First Amendment to Lease Agreement dated July 14, 2011, and that certain Second Amendment to Lease Agreement dated August 4, 2020 (collectively, the "Lease"), with respect to a certain premises situated in the Landlord's shopping center (the "Shopping Center") located on the north side of Moffat Road, east of its intersection with Shelton Beach Road, in the City of Mobile, County of Mobile, State of Alabama, as more particularly described in the Lease (the "Demised Premises"), and identified by Tenant as Store #28882 (formerly Store #8882); and

WHEREAS, the current term of the Lease, being the first extended term, expires June 30, 2026; and

WHEREAS, Tenant has two (2) remaining options to extend the term of the lease for the second extended term and the third extended term, respectively, each such extended term being for a period of five (5) years; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the term of the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

1. AMENDED AND RESTATED LEASE. The Lease is hereby amended and restated in its entirety, and all of the terms and provisions of the Lease, as amended, hereby incorporated herein and made a part hereof, as though fully set forth herein, except as otherwise indicated herein below.

2. EXTENSION OF THE TERM OF THE LEASE. The current term of the Lease, being the first extended term, is scheduled to expire on June 30, 2026. Landlord and Tenant hereby agree that the first extended term is extended through the second extended term, which second extended term shall commence July 1, 2026 and expire June 30, 2031, and that this Amendment satisfies any notice requirement of the Lease. Further, the Lease is hereby amended by the grant to Tenant by Landlord of one (1) additional option to extend the term of the Lease for a period of five (5) years, the "fourth extended term", such fourth extended term commencing, if Tenant does

INITIAL HERE

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.

6/21/22
Date

MB Azalea, LLC.
Owner of Property (Signature)

James M Grodnick as member of MB Azalea, LLC
Print Name of Property Owner

3800 Airport Blvd. Suit 310
Address

mobile, Al. 36608
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.

08/05/2022
Date

Applicant's Signature

Harry Spencer
Print Name of Applicant

500 Volvo Parkway
Address

Chesapeake VA 23320
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 #	5558
Business Name	FAMILY DOLLAR STORES OF ALABAMA LLC
Company DBA	FAMILY DOLLAR #32977
Business Address	415 AZALEA ROAD 36609
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

Barbara Vernon POA
(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 1:55 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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 Liquor License
Submitted by:	Roll With It, LLC
Location:	Roll With It 5045 Cottage Hill Road, Suite G Mobile, AL 36609

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 5553

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *ROLL WITH IT LLC*

Trade Name: ROLL WITH IT

Location: 5045 COTTAGE HILL ROAD STE G MOBILE AL 36609

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 02.14.2023

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
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GINA GREGORY
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CITY CLERK
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Comments:
NEW APPLICATION
AGENDA 02.14.2023

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** L. Logan Anderson
Principal Planner

Date: **February 3, 2023**

Re: **Application # 5553 / 5045 Cottage Hill Rd. Ste. G**

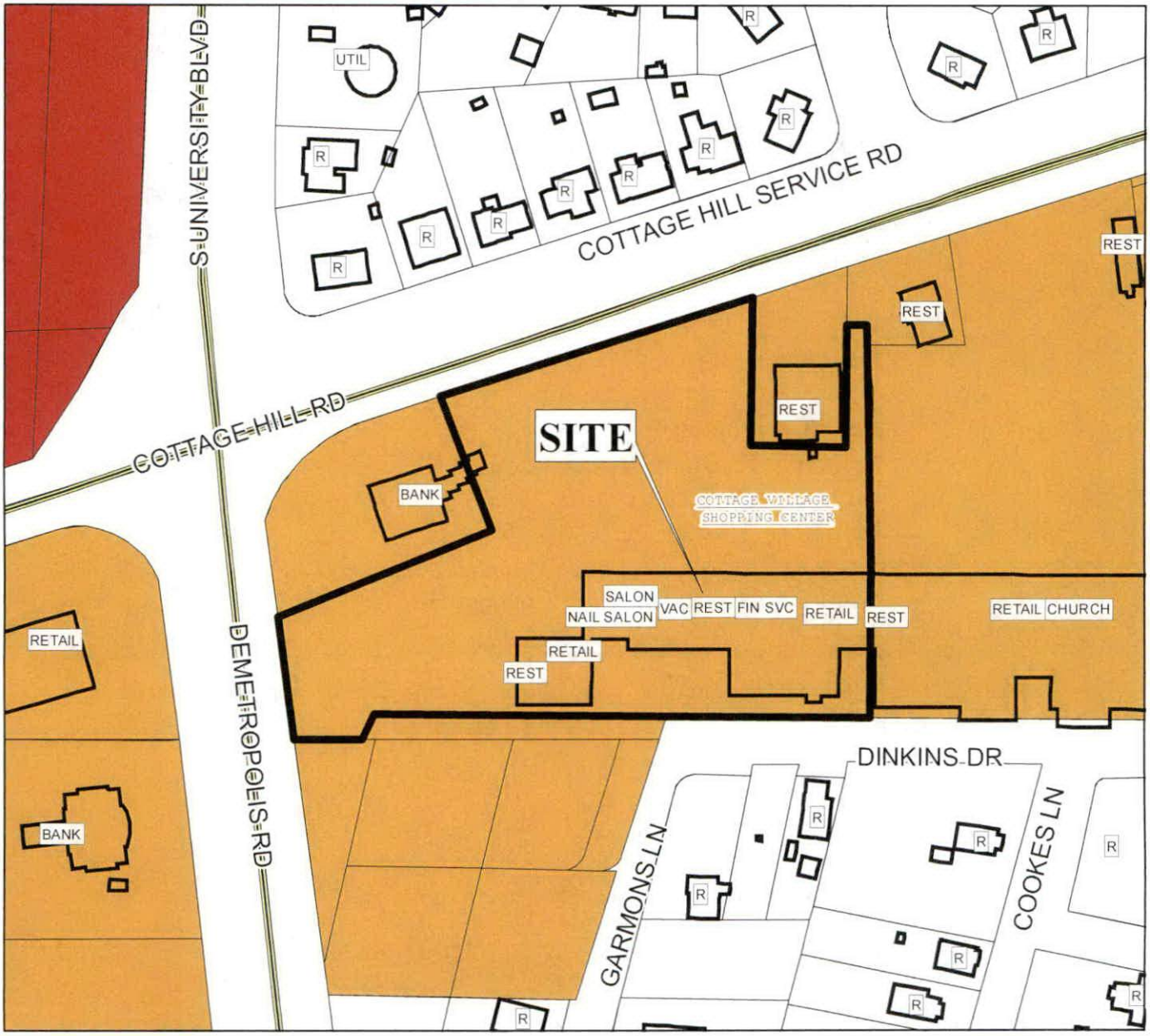
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5553 DATE FEBRUARY 14, 2023

APPLICANT ROLL WITH IT LLC

LOCATION 5045 COTTAGE HILL RD STE G

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 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5553

☑ NEW APPLICATION ☐ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

ROLL WITH IT LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(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: *ROLL WITH IT LLC*

TRADE NAME: ROLL WITH IT

LOCATED AT: 5045 COTTAGE HILL ROAD STE G MOBILE AL 36609

☐ 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: ROGER E NICHOLS PHONE#: 251.463.6664

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 01.31.2023
Application No: 5553

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***ROLL WITH IT 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
NICHOLS, ROGER EARL	OWNER	07.24.1973 JACKSON MS	

Corporate information: 001-035-619 (Enter book & page or document info) Date: 08.19.2022 (Incorporation or Authority) County: MADISON

Trade Name ***ROLL WITH IT***

Location 5045 COTTAGE HILL ROAD STE G MOBILE AL 36609

Mailing Address PO BOX 786 GRAND BAY AL 36541
(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?

NONE

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** OWNER **DATE** 01.31.2023

The undersigned ROLL WITH IT LLC - ROGER E NICHOLS

(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 31st day of January Year 2023

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 ROGER E NICHOLS E-mail: ROGERNICHOLS210@GMAIL.COM

Phone Number: Home: 251.463.6664 Cell: 251.463.6664 Bus: 251.463.6664

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 36 License premises includes patio area *NO*

Square Footage 1750

License covers: *OTHER*

License Structure: *SHOPPING CENTER*

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
NICHOLS, ROGER EARL	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: Roger Nichols

Lease /Property Ownership

Name of Property Owner/Lessor: WHITE SPUNNER REALTY INC 251.471.1000

Address of Property Owner/Lessor: 3201 DAUPHIN STREET STE A MOBILE AL 36606-4057

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) RN

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478587
Owner Name	ROLL WITH IT 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

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031957-0018 SHAWN S. 01/31/2023 04:04PM

BUSINESS LICENSE
ROLL WITH IT LLC
123115
2023 Item: 1478587
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal 50.00
TP CC FEE 5.00
Total 55.00

REVENUE CC 55.00
**********0331
Ref=189d9621-0ef4-4d13-8a11-9a872d0dc277
Auth=02650C

Change due 0.00

Paid by: ROLL WITH IT LLC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230126083309369

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: ROLL WITH IT **Filing Fee:** $50.00

Applicant: ROLL WITH IT LLC **Transfer Fee:**

Location Address: 5045 COTTAGE HILL RD STE G MOBILE, AL 36609

Mailing Address: P O BOX 786 GRAND BAY, AL 36541

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-035-619

Do you sell Draft Beer?:

Date Incorporated: 08/19/2022 **State incorporated:** AL **County Incorporated:** MADISON

Date of Authority: 08/19/2022

Federal Tax ID: 88-3844494 **Alabama State Sales Tax ID:** R011607377

Name:	Title:	Date and Place of Birth:	Residence Address:
ROGER E NICHOLS	MEMBER	07/24/1973 MISSISSIPPI	

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: ROGER NICHOLS
Business Phone: 251-463-6664
Fax:

Home Phone: 251-463-6664
Cell Phone: 251-463-6664
E-mail: ROGERNICHOLS210@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: 20230126083309369

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: WHITE SPUNNER REALTY INC 251-471-1000
What is lessors primary business? PROPERTY RENTALS
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: 1750 Display Square Footage:
Building seating capacity: 36 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
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: 20230126083309369

Initial each — **Signature page**

Initial each	
[ ]	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.
X X X	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.
X X X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X X X	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): Roger Nichols

Signature of Applicant:

Notary Name (print): Sparky Duncan

Notary Signature: Sandy Duncan 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: 20230126083309369

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: 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
License Covers: SUITE G

INFORMATION SHEET

Contact Person: Roger Nichols Phone #: 251-463-6664

Business Name: Roll With IT

Corporation Name: Roll With IT (LLC)

Business Address: 5045 Cottage Hill Rd Suite G

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? Yes Building seating capacity: 36

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? N/A If yes explain: N/A

Square Feet of building 800.3F

For a SPECIAL EVENT, list dates: from N/A to N/A.
Type of Event N/A.

IF OPERATING AS A PRIVATE CLUB: N/A

⇒ 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): Roll With It

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*) Roger Nichols

Social Security #____ Race: W Sex: (✓)M ( )F

Driver License#____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 7 / 24 / 73

Place of Birth Jackson MS US
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2yrs Home# NA Cell# 251-968-6664

***

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
Roger Nichols	-	None		

I certify that the above information is correct and true.

Roger Nichols Owner — Date: 1-30-23

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: White Spanish Inc

(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: White Spanish Inc

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 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:

   Roll With It 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): United States Corporation Agents, Inc.

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   600 Boulevard South SW Suite 1043 Huntsville, AL 35802

   *COUNTY of above address: MADISON

   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

001-035-619 DLL

Date	08/19/2022
Time	09:51:00
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 8 / 19 / 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 : 51 ◉ 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).

8 / 19 / 2022
Date (MM/DD/YYYY)

Cheyenne Moseley
Signature as required by 10A-5A-2.04

Assistant Secretary
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
Legalzoom.com, Inc.	101 N. Brand Blvd., 11th Floor Glendale, CA 91203	101 N. Brand Blvd., 11th Floor Glendale, CA 91203

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:

Roll With It LLC

This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum Drive, Austin, TX 78717 for a period of one year beginning August 19, 2022 and expiring August 19, 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.

August 19, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES041133

Limited Liability Company Agreement

Roll With It LLC,
an Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of Roll With It LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alabama limited liability company under the Alabama Limited Liability Company Law of 2014. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alabama. The Members hereby adopt and approve the articles of organization of the Company filed with the Judge of Probate in the county where the Company is located and the Alabama Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alabama Limited Liability Company Law of 2014.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alabama Limited Liability Company Law of 2014, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alabama Limited Liability Company Law of 2014. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Alabama Limited Liability Company Law of 2014.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Alabama Limited Liability Company Law of 2014, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alabama Limited Liability Company Law of 2014 for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alabama Limited Liability Company Law of 2014 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Alabama Limited Liability Company Law of 2014, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Membership Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alabama Limited Liability Company Law of 2014. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alabama Limited Liability Company Law of 2014, including by conference call or similar communications equipment. Any

action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the

extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alabama law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alabama law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alabama Limited Liability Company Law of 2014. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alabama Limited Liability Company Law of 2014.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alabama. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

EXHIBIT A

MEMBERS

The Members of the Company and their respective addresses, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2 and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Roger Nichols		**100%**
Address:		
5045 Cottage Hill Rd. Suite G		
Mobile, Alabama 36609		

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-23-2022

Employer Identification Number:
88-3844494

Form: SS-4

Number of this notice: CP 575 A

ROLL WITH IT LLC
ROGER NICHOLS MBR
5045 COTTAGE HILL RD
MOBILE, AL 36609 Suite G

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 88-3844494. 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 940	01/31/2023
Form 1065	03/15/2023
Form 944	01/31/2023

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)

Roll With ET LLC

(Name of applicant whether individual, corporation, etc.)

5045 Cottage Hill Rd. Suite G Mobile AL 36609

(Location address for application)

Mobile	AL	36609
City	State	Zip

~~30~~ 1,750 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.

****

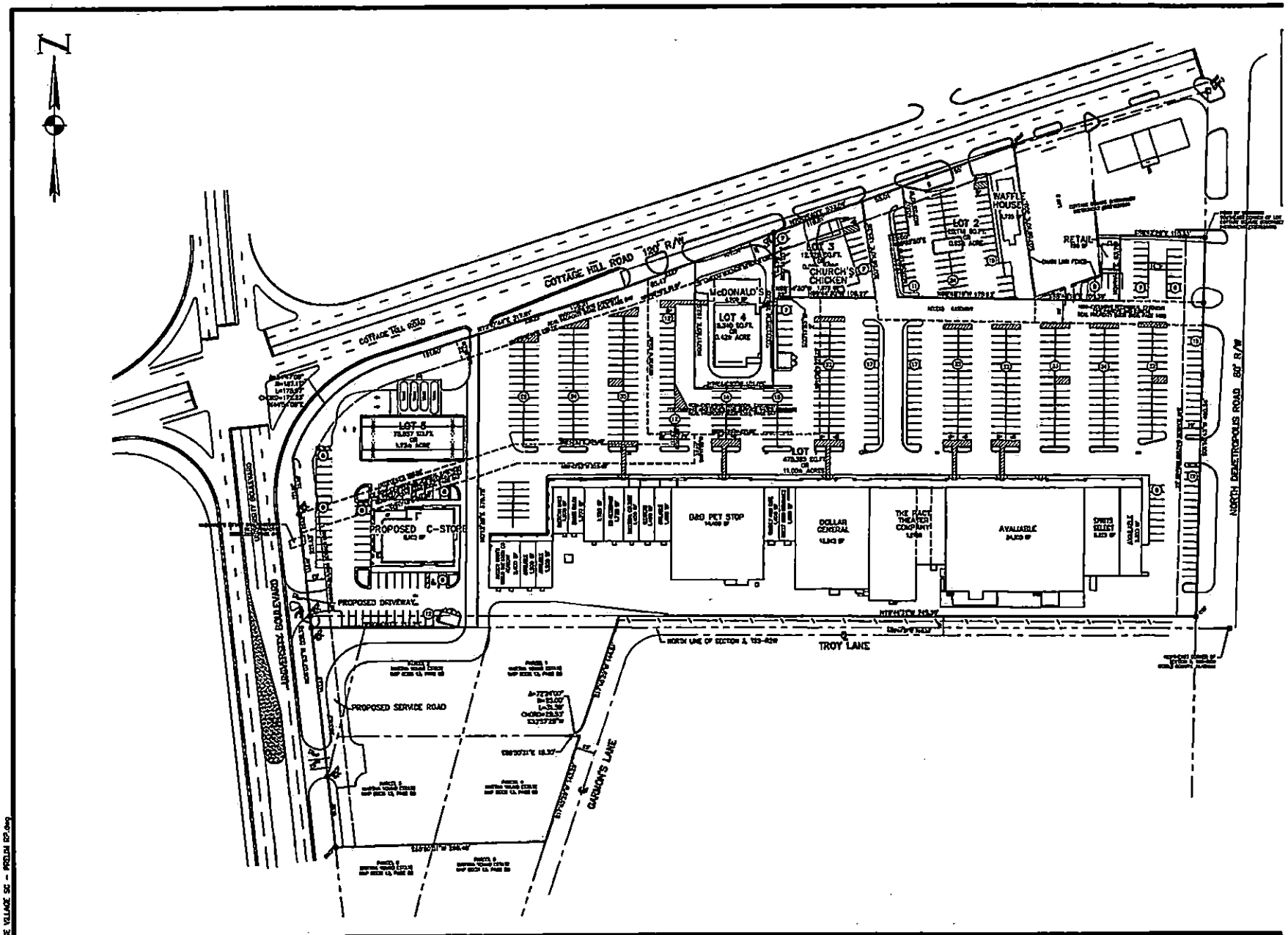
URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 Parking Provided 18+

Parking Required 18 Compliance: X Yes ____ No

H. Logan Anderson 01/31/2023

(Signed by Urban Development Dept) Date



McCrory Williams

INCORPORATED

Engineers Surveyors

3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mobile@mcwinc.com

W3332-2076

REVISION

COTTAGE VILLAGE SH

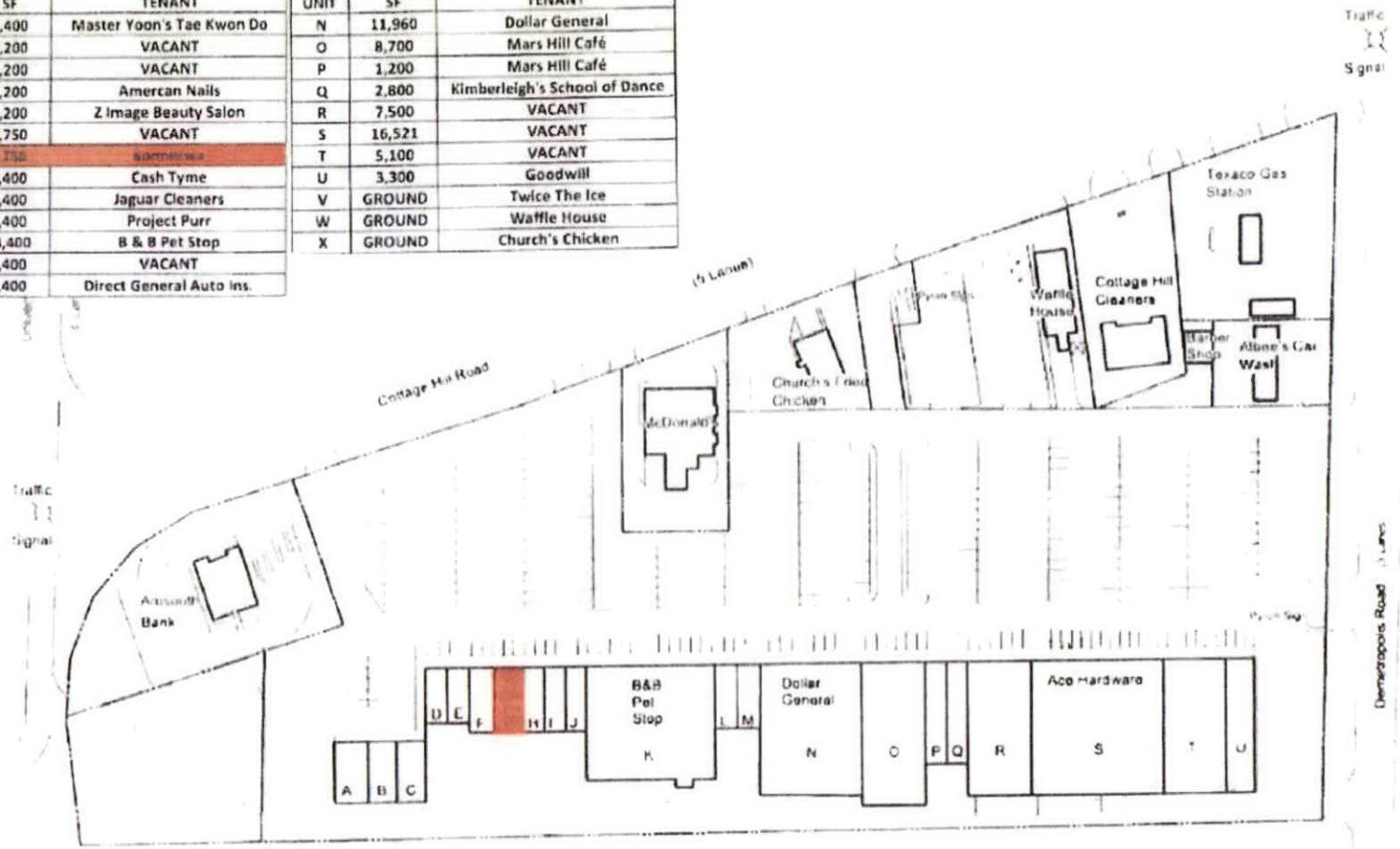
SECTION 34, T4S-R2W & SECTION

SCALE: 1"=60' | DATE: JA. 18, 2022 | DRAWN

W3332-2076 COTTAGE VILLAGE SC - PRELIM EXH.dwg

UNIT	SF	TENANT
A	2,400	Master Yoon's Tae Kwon Do
B	1,200	VACANT
C	1,200	VACANT
D	1,200	Amercan Nails
E	1,200	Z Image Beauty Salon
F	1,750	VACANT
G	1,750	[illegible]
H	1,400	Cash Tyme
I	1,400	Jaguar Cleaners
J	1,400	Project Purr
K	14,400	B & B Pet Stop
L	1,400	VACANT
M	1,400	Direct General Auto Ins.

UNIT	SF	TENANT
N	11,960	Dollar General
O	8,700	Mars Hill Café
P	1,200	Mars Hill Café
Q	2,800	Kimberleigh's School of Dance
R	7,500	VACANT
S	16,521	VACANT
T	5,100	VACANT
U	3,300	Goodwill
V	GROUND	Twice The Ice
W	GROUND	Waffle House
X	GROUND	Church's Chicken



SITE DATA

BUILDING AREA 100,668
NO. CARS/PARKING 544
PARKING RATIO 5.4/1000 SF

LEASE PLAN

0 25' 50 100 150 250

N

Cottage Hill Village Shopping Center

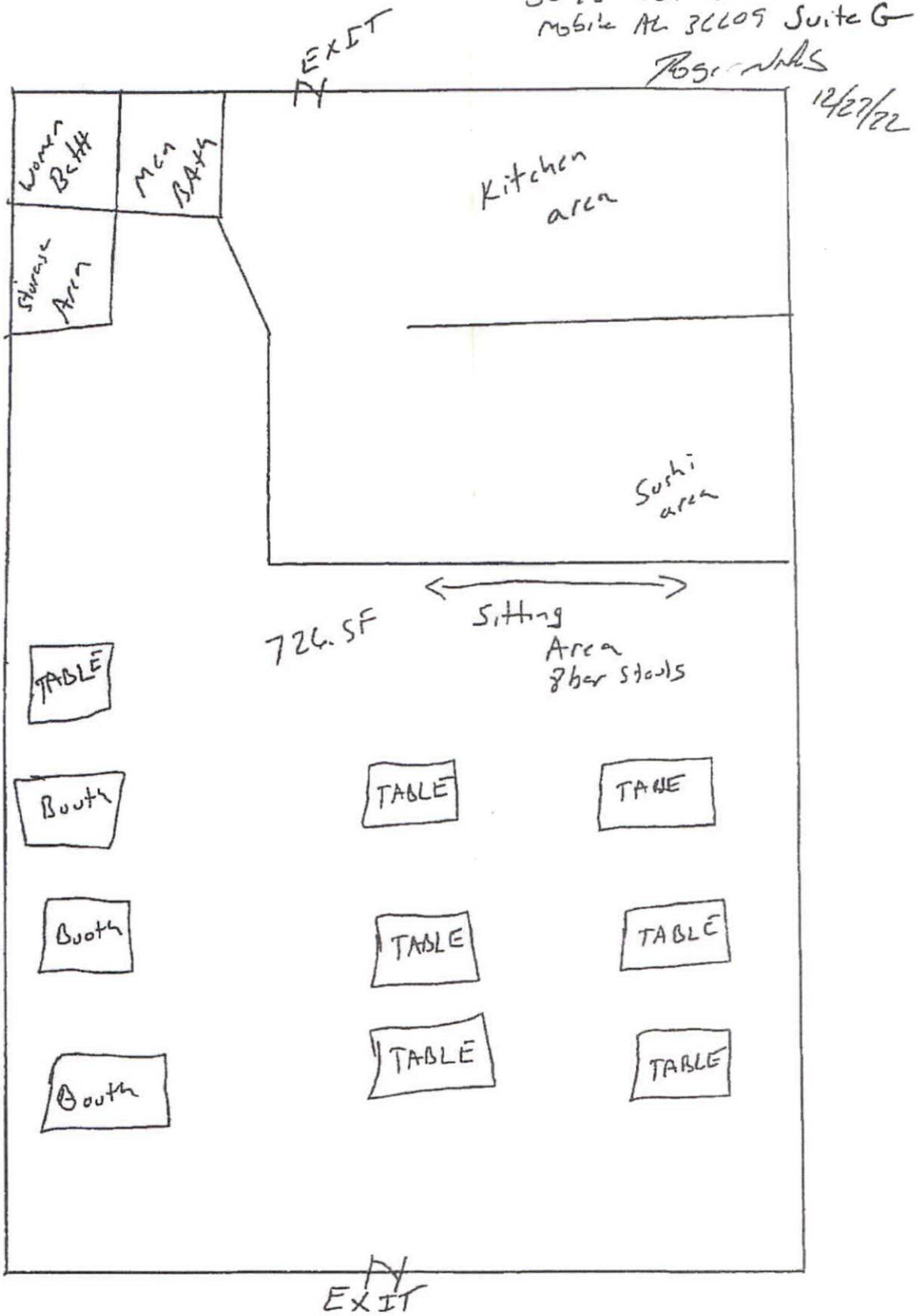
Lease Plan

Exhibit A

Roll With It LLC 5045 Cottage Hill Rd. Suite G Mobile AL 36609

Address is here also
5045 Cottage Hill Rd.
Mobile AL 36609 Suite G

12/27/22



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)

5045 Cottage Hill Rd - Suite G
Mobile, AL 36609

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Roll With It who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 30 day of January 2023.

Katlyn F. Lumpkin
Notary Public

[signature]
Property Owner

1.30.23
Date

9.2.2024
My Commission Expires

[signature]
Licensee

1-31-23
Date

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

WSR
White-Spunner Realty Inc
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

STATE OF ALABAMA)
COUNTY OF MOBILE)

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD

AGREEMENT made this 29 day of August, 2022 among ***Martial Election Trust under will Peggy White-Spunner, Whitney White-Spunner Trust under will Peggy White-Spunner, JB White-Spunner Trust under will Peggy White-Spunner, Ann White-Spunner, Ann White-Spunner Trust under will Peggy White-Spunner, John White-Spunner, John White-Spunner Jr. Trust, Katherine White-Spunner Trust, Kim White-Spunner Trust under will Peggy White-Spunner, The Estate of Vivian G. Johnston, Jr., and Patricia M. Lyon,*** (herein called "Landlord"). and ***ALPERZ, LLC*** (hereinafter called the "Assignor") and ***Roll With It, LLC*** (hereinafter called the "Assignee").

ASSIGNMENT: For value received, Assignor assigns and transfers to Assignee that certain Lease dated ***December 3, 2014*** executed by Assignor ***ALPERZ, LLC*** as Lessee and by ***Roll With It, LLC***, as Assignee, for the following described premises: ***5045 Cottage Hill Rd. in Cottage Village Shopping Center*** in the City of ***Mobile***, County of ***Mobile***, State of ***Alabama*** containing approximately ***1,750 square feet*** of floor area (the "Premises"); together with all right, title, and interest of Assignor in and to the Lease and Premises, subject to all the conditions and terms contained in the Lease, to have and to hold from ***September 1, 2022***, until the present term of the Lease expires on ***November 30, 2023***.

Suite G

1. ASSUMPTION OF LEASE: The Assignee hereby agrees to assume the Lease for the entire period remaining on the Lease and to perform all of the terms, covenants and conditions required of the Assignor on the Lease. Assignor covenants and warrants to Assignee that no default exists in Assignor's performance of the terms, covenants and conditions of said Lease at the time of execution hereof and Assignor has a good and lawful right to make this assignment. Assignor hereby holds himself liable for faithful performance of the Lease by the Assignee. No option to extend the Lease Agreement past the present term, whether it be the primary term or an option, shall be extended to Assignee.

2. SECURITY DEPOSIT: The Assignee is to pay security deposit to Landlord in the amount of ***One Thousand Eight Hundred Fifty-Seven and 99/100 Dollars *** ($1,857.99).*** Assignee understands that the Security Deposit as described in the Lease will remain with the Landlord as security for the performance of the Assignee under the Lease until all terms and conditions have been fulfilled by the Assignee.

3. CONSENT OF LANDLORD: In consideration of the forgoing, the Landlord hereby consents to the Assignment of the Lease by the Assignor to the Assignee, but upon express condition that neither such consent nor the collection of rent from the Assignee shall be deemed a waiver or relinquishment for the future of the covenant against assignment or subletting, nor shall the acceptance of the Assignee as Tenant be construed as releasing the Assignor from full performance of the provisions of the Lease as originally executed between the Landlord and Assignor.

4. RATIFICATION AND AFFIRMATION: Assignor and Assignee do hereby ratify and affirm all conditions, covenants and obligations of the Lease as being and remaining in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the day and year first above written and executed in multiple originals being attached and made a part hereof.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
THE SIGNATURE PAGES TO FOLLOW]**

WSR

White-Sparmer Realty Inc
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

ASSIGNEE:
Roll With It, LLC
an Alabama Limited Liability Company

Witness

_____

By: _____
Roger Nichols
Its: Manager Member

STATE OF ALABAMA)

MOBILE COUNTY)

I, undersigned, Notary Public, in and for said County in said State, hereby certify that **Roger Nichols** whose name as **Manager Member** of **Roll With It, LLC**, an Alabama Limited Liability corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 29 day of August 2022.

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

_____
Notary Public for the State of Alabama At Large

My Commission Expires: 9-2-2024

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.

1.30.23
Date

Owner of Property (Signature)

John White-Spunner
Print Name of Property Owner

3201 Dauphin St
Address

Mobile AL 36606
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.

1-31-23
Date

Applicant's Signature

Roger Nichols
Print Name of Applicant

5045 Cottage Hill Rd. Suite G
Address

Mobile AL 36609
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 #	5553
Business Name	ROLL WITH IT LLC
Company DBA	ROLL WITH IT
Business Address	5045 COTTAGE HILL ROAD STE G 36609
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilman 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:

2/14/2023

Funding Source

Project # 1816 Toulmin Avenue - District 1 **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 - 1816 Toulmin Avenue	Cover Memo	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/8/2023 - 2:04 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 **1816 TOULMIN AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 10, 11 and 14;*** *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 **1816 TOULMIN AVENUE** described as:

LOT 7 LEWIS ADD TO TOULMINILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 254

Last Assessed to: SINGLETON KIMBERLY

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

February 8, 2023

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, February 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1816 TOULMIN AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **SINGLETON KIMBERLY** 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 0 023 254
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1816 TOULMIN AVE

Property Details

PARCEL KEYX	01503974	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-14	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒ X

APPROVAL DATE 8-1-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/12/2022

Property Address: 1816 Toulmin Avenue **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.






2023/02/07


2023/02/07




FEB 07 2023


2023/02/07


2023/02/07


2023/02/07


2023/02/07


FEB 07 2023


FEB 07 2023


FEB 07 2023


2023/02/07


2023/02/07

Affidavit of Mailed Notice

February 8, 2023

State of Alabama
County of Mobile

Subject Property – 1816 Toulmin 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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Kimberly Singleton
2357 North Road
Mobile, AL 36605-2840

December 20, 2022

RE: **1816 Toulmin Avenue**
Project Number: ME-103-22

Dear Kimberly Singleton:

On December 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1816 Toulmin Avenue.

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

LOT 7 LEWIS ADD TO TOULMINILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 254

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 **February 3, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 3, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 3, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 3, 2023,** 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 February 14, 2023 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: 1816 Toulmin Avenue Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2022

Per the Title Report, the owner is: Kimberly Singleton

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kimberly Singleton 2357 North Rd Mobile AL 36605-2840	Owner Phone number 251-545-1320 Phone number 251-285-8089
2	Kimberly Singleton 1816 Toulmin Ave Mobile AL 36617-3406	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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:

2/14/2023

Funding Source

Project # 1342 Congress Street - ME-155-22 **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 - 1342 Congress Street	Cover Memo	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/8/2023 - 2:11 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1342 CONGRESS STREET** 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, 4, 5, 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 **1342 CONGRESS STREET** described as:

COM AT NE COR CONGRESS & RYLANDS STS RUN ELY 85 FT TH NLY 103 FT TH WLY 85 FT TH SLY 103 FT TO BEG BEING LOTS 6 & 7 BLK 29 CAMP GROUND TRT DBK 85/47 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 135

Last Assessed to: EAST MICHAEL L

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

February 8, 2023

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, February 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1342 CONGRESS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **EAST MICHAEL L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 007 135
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1342 CONGRESS ST

Property Details

PARCEL KEYX	00749319	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE ~~45~~ 65

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/12/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/12/2022

Property Address: 1342 Congress Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or 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.


2023/02/07


2023/02/01


2023/02/07


2023/02/07




2023/02/07


2023/02/07


2023/02/07


2023/02/07

Affidavit of Mailed Notice

February 8, 2023

State of Alabama
County of Mobile

Subject Property – 1342 Congress 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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
1342 Congress Street
Mobile, AL 36603

December 20, 2022

RE: **1342 Congress Street**
Project Number: ME-155-22

Dear Owner:

On December 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1342 Congress Street.

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

COM AT NE COR CONGRESS & RYLANDS STS RUN ELY 85 FT TH NLY 103 FT TH WLY 85 FT TH SLY 103 FT TO BEG BEING LOTS 6 & 7 BLK 29 CAMP GROUND TRT DBK 85/47 #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 135

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

(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 **February 3, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 3, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 3, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 3, 2023,** 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 February 14, 2023 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

NUISANCE ABATEMENT WORKSHEET

RE: **1342 Congress Street** Date: October 19, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 29, 2022

Per the Title Report, the owner is: Michael L. East – Per tax deed interest dated 5/4/1992.

Note: Fee simple owner are heirs of Matilda Singleton. The only information I found was her husband Oliver Singleton died 10/27/1922. Per an enclosed affidavit dated 3/15/1940, lists her heirs. I could not locate any of the heirs listed. The information was too old.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 1342 Congress St Mobile AL 36603	Subject Address

TAX STATUS: 1992 Tax Deed

2	Michael L East 3217 Rivermist Cv Decatur GA 30034-6700	Tax Deed interest Per tax deed interest dated 5/4/1992. Phone number 404-643-2612 Phone number 251-432-2325

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember 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:

2/14/2023

Funding Source

Project # 922 S. Hamilton Street - ME-086-22 **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 - 922 S. Hamilton Street	Cover Memo	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/8/2023 - 2:09 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 **922 S. HAMILTON STREET** 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. 1, 3, 4, 5, 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 **922 S. HAMILTON STREET** described as:

LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel Number: 29 10 37 0 009 018

Last Assessed to: EZELL ARNAZ

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

February 8, 2023

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, February 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **922 S. HAMILTON STREET.** OWNED BY OR MAY HAVE AN INTEREST: **EZELL ARNAZ** 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 0 009 018
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

922 S HAMILTON ST

Property Details

PARCEL KEYX	01509362	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE	51	SCORE DISCRIPTION	Demo

Notes

I C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Notice 560 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/12/2022

Property Address: 922 S. Hamilton 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.


922
CMA CGM
2023/02/07


2023/02/07


2023/02/07


2023/02/07


PUSH
2023/02/07


PUSI


922
2023/02/07


922
2023/02/07


922
920
2023/02/07

Affidavit of Mailed Notice

February 8, 2023

State of Alabama
County of Mobile

Subject Property – 922 S. Hamilton 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 **4** 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

MOBILE
ALABAMA

Heirs to Arnaz Ezell Estate
Angela Riley
2720 Woodcliff Drive West
Mobile, AL 36693-4442

December 20, 2022

RE: **922 S. Hamilton Street**
Project Number: ME-086-22

Dear Angela Riley:

On December 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 922 S. Hamilton Street.

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

LOT 2 AS PER MAP OF JAMES A LEWIS SUB IN DBK 131 P 594 DESC AS BEG ON W/S HAMILTON ST 25 FT N OF NW COR OF HAMILTON ST & S CAROLINA ST TH RUN N ALG W/L HAMILTON ST 25 FT TO PT TH W & PAR WITH N/L OF S CAROLINA ST 128 FT TO POB TH RUN S ALG LINE OF A FENCE & PAR WITH W/L OF HAMILTON ST 25 FT TO PT TH RUN E & PAR WITH N/L OF CAROLINA ST 128 FT TO PT OF BEG LESS THAT PT TAKEN BY LAWRENCE-FRANKLIN CONNEC TION R/W #SEC 37 T4S R1W #MP29 10 37 0 009

Parcel Number: 29 10 37 0 009 018

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 **February 3, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 3, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 3, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 3, 2023,** 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 February 14, 2023 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: **922 Hamilton Street** Date: September 21, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 22, 2022

Per the Title Report, the owner is: Heirs to Arnaz Ezell Estate (Priscilla Ezell Peterson and Angela Ezell Riley.)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Angela Riley 2720 Woodcliff Dr W Mobile AL 36693-4442	Heir (sister) Phone number 251-554-1477 Phone number 251-471-3795
2	Priscilla Peterson 1469 W Barkley Dr Mobile AL 36606-1150	Heir (sister) Phone number 251-471-8046
3	Angela Riley & Priscilla Peterson 922 Hamilton St Mobile AL 36603	Subject Property
4	Allie Travis 922 Hamilton St Mobile AL 36606	Pays taxes

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Arnaz Ezell Recorded 8/11/2022 instrument number 2022052950

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilman Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - District 7

Amount of Contract:

N/A

Effective Date of Contract:

2/14/2023

Funding Source

Project # 7131 2ndStreet - ME-105-22 **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 - 7131 2nd Street	Cover Memo	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/8/2023 - 2:07 PM

RESOLUTION

Sponsored by: Councilmember Gina Gregory – District 7

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 **7131 2ND STREET** 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, 7, 10, 11 and 14;*** *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 **7131 2ND STREET** described as:

LOTS 41 & 42 BLK 4 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 4 004

Parcel Number: 28 04 18 4 004 062

Last Assessed to: EDWARDS FREDDIE G & MARCELET C/O LAWS

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

February 8, 2023

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, February 14, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7131 2ND STREET.** OWNED BY OR MAY HAVE AN INTEREST: **EDWARDS FREDDIE G & MARCELET C/O LAWS** 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: 28 04 18 4 004 062
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

7131 SECOND ST

Property Details

PARCEL KEYX	00503253	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE	50	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-1-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 12/12/2022

Property Address: 7131 2nd Street **District No:** 7

☐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.


NOTICE


2023/02/07


2013/02/07


2023/02/07


2023/02/07


2023/01/07


2023/02/07


2023/02/01

Affidavit of Mailed Notice

February 8, 2023

State of Alabama
County of Mobile

Subject Property – 7131 2nd 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 **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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

MOBILE
ALABAMA

Tekeela M. Kidd Lawson
Maurice A. Lawson
2018 Pleasant Avenue
Mobile, AL 36617-3248

December 20, 2022

RE: **7131 2nd Street**
Project Number: ME-105-22

Dear Tekeela M. Kidd Lawson and Maurice A. Lawson:

On December 12, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7131 2nd Street.

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

LOTS 41 & 42 BLK 4 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 4 004

Parcel Number: 28 04 18 4 004 062

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 **February 3, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **February 3, 2023,** provide the Code Official with a work plan to accomplish the repairs by **February 3, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 3, 2023,** 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 February 14, 2023 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

NUISANCE ABATEMENT WORKSHEET

RE: **7131 2nd Street** Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 27, 2022

Per the Title Report, the owner is: TeKeela M. Kidd Lawson & Maurice A Lawson (per Quit Claim Deed)
Freddie G Edwards & Marcelet Edwards (DOD 8/29/2009) Fee Simple

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tekeela M Kidd Lawson & Maurice A Lawson 2018 Pleasant Ave Mobile AL 36617-3248	(Per Quit Claim Deed) Owners Phone number 251-402-8412 Phone number 225-227-3765 Phone number 251-525-2057
2	Tekeela M Kidd Lawson & Maurice A Lawson 7131 2nd Street Mobile AL 36606-5152	Subject Address
3	Freddie G Edwards 4665 Sollie Rd Mobile AL 36619-3701	Fee Simple Phone number 251-525-5986

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

4	Mobile Gas Service c/o Barry Allen Friedman PO Box 2394 Mobile AL 36652	Mobile Gas vs Freddie Edwards recorded 4/12/2011 bk6768 pg833
5	Velocity Investments Barry Allen Friedman PO Box 2394 Mobile AL 36652	Velocity Investments vs Fred G Edwards recorded 5/8/2020 instrument number 2020027163

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Declare weeds noxious, Group 1640

Effective Date of Contract:

2/14/2023

Funding Source

Project # Weed Lien Group 1640 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1640	Backup Material	2/9/2023
resolution	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			2/9/2023 - 2:49

Enforcement	Gauthier, Lana	Approved	PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **February 9, 2023**

SUBJECT: WEED LIEN GROUP **1640**

Attached, please find Assessment Lists for Weed Lien Group Number **1640** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 2/14/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 3/21/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 2/16/2023

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 2/23/2023

LEGAL NOTICE ADS: 3/1/2023-3/8/2023

POSTING DATE: /3/14/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1640	Res. No.
2/14/2023	LOTS TO BE DECLARED	58-
3/21/2022	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	218 Rylands Lane	18349	23502		2	
2	2061 Tucker St	9779	23503		1	
3	603 Golden Ave	27187	23504		1	
4	0 Golden Ave	27188	23505		1	
	Par No. (29 02 44 0 014 090.XXX)					
5	1569 Polk St	11657	23506		3	
6	704 South Carolina St	30549	23507		3	
7	1213 Rotterdam St	12846	23508		2	
8	559 Virginia St	12502	23509		3	
9	3057 Kendale Dr	27596	23510		5	
10	401 N Ann St	27937	23511		2	
11	285 Bishop Phillips Ave	22459	23512		7	
12	654 Halifax Dr	22592	23513		5	
13	5921 Theles Dr	22591	23514		6	
14	6201 Howells Ferry Rd	22169	23515		7	
15	5800 Helen St	30368	23516		7	
16	4804 Chaudron Dr	22223	23517		7	
17	564 Roslyn Dr W	12951	23518		7	
18	2400 Railroad St	23122	23520		2	
19	2250 Green St	23223	23520		2	
20	1014 Front St	23139	23521		2	
				$ -		

District total for this group		Numbers of lots cut	
1	3	1	
2	6	2	
3	3	3	
4	0	4	
5	2	5	
6	1	6	
7	5	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Gary Jackson 2/9/23

Marchette Tate 2/9/23

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1640** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **21st day of March 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

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

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien 58

Effective Date of Contract:

2/14/2023

Funding Source

Project # Repeat Weed Lien Group 58 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien 58	Backup Material	2/9/2023
resolution	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			2/9/2023 - 2:38

Enforcement	Gauthier, Lana	Approved	PM

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **February 9, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-58**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **58.** Please place these on the City Council's Agenda **February 14, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN						
	GROUP 58					Res. No.	
10/5/2022	1st REPEAT WEED LIEN LETTERS SENT					11-058	
2/14/2022	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						

Item No.		Dis	Old SRO/Case	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	0 N University Blvd	7	20949	21708	9/28/2021	1	$ 956.51	
	Par. No. (28 02 10 1 003 028.001)							
2	4128 Yorkshire Lane	5	28878	21709	10/13/2020	2	$ 50.00	CBO
3	2450 Dog River Dr N	4	19552	21710	10/22/2019	4	$ 610.00	
4	3901 Bay Front Rd	3	10659	21714	2/16/2021	1	$ 275.00	
5	1712 Bream Dr	4	11209	21711	8/17/2021	1	$ 309.34	
6	661 Cody Rd N	7	20630	21712	10/19/2021	1	$ 50.00	CBO
7	564 Reynolds Ave	1	19729	21713	8/17/2021	1	$ 275.00	
8	282 Laurel Dr	2	27368	21715	10/19/2021	1	$ 50.00	CBO
9	1313 Lola St	2	28497	21716	4/9/2022	1	$ -	N/A
10	1569 Polk St	3	11657	21717	1/14/2020	2	$ 396.00	
11	564 Michigan Ave	2	28627	21718	10/13/2020	1	$ 275.00	
12	2501 Muriel Ave	1	28445	21719	6/1/2021	2	$ 375.00	
13	1713 Conti St	2	28619	21720	6/1/2021	1	$ 590.00	
14	4219 Moffett Rd	7	28412	21721	7/20/2021	1	$ 50.00	CBO
15	1416 Pine Grove Ave	1	29158	21722	2/8/20222	1	$ 50.00	CBO
16	502 Stanton Rd	1	29332	21723	9/28/2021	1	$ 275.00	
17	1701 Sandstone Ct	1	29758	21724	7/20/2021	1	$ 50.00	CBO
18	5900 McPherson St	6	29783	21725	6/1/2021	1	$ 478.44	
							$ 5,115.29	

District total for this group	
1	5
2	4
3	2
4	2
5	1
6	1
7	3
	18

Numbers of lots cut	
1	3
2	2
3	2
4	2
5	0
6	1
7	1
	11

*CBO Cut By Owner
*CBC Cut By Contractor
*N/A Taken out by Inspector
*UDL Undeveloped Lot
*ADD Added in from other Groups
*Fka Formerly known as

Tony Jackson 2-9-23
Marchetta Jones 2-9-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **TWISTER 303 LLC, A DELAWARE LIMITED LIABILITY COMPANY**

Address: **8144 WALNUT HILL LN STE 1200**

City, State, Zip: **DALLAS, TX 75231**

Repeat Group Number: **58** Item # **1**

Lot Description: **LOT 1 AMENDED 303 SUBDIVISION MBK 131/6 (28 02 10 1 003 028.001) 0 N UNIVERSITY BLVD**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		64,521	$	0.0125	$	**806.51**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**956.51**

Sheila Dear
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **ASKIA OTELEMABA A**

Address: **P. O. BOX 190892**

City, State, Zip: **MOBILE, AL 36619**

Repeat Group Number: **58** Item # **2**

Lot Description: **LOT 16 BLK S BERKSHIRE HILL S PART F MBK 9 P 432 #SEC 38 T4S R2W #MP28 08 38 3 001 (28 08 38 3 001 085.XXX) 4128 YORKSHIRE LN**

Nuisance Date: 10/5/2023

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	11,733	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dear
CLERK

Marchetta Dante
INSPECTOR

Jamy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **MITCHELL BERNADETTE**

Address: **2450 N DOG RIVER DR N**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **58** Item # **3**

Lot Description: **LOT 2 GULF MANOR 1ST ADD MBK 8 PG 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 098.XXX) 2450 N DOG RIVER DR**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,712	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	4	$	100.00	$	400.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	610.00

Sheli a Dean
CLERK

Marchetta Ford
INSPECTOR

Mary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 9, 2023

Lot Owner: **U S BANK TRUST, N A**
AS TRUSTEE FOR LSF9
ATTN: CALIBER HOME LOANS, INC

Address: **2711 N HASKELL AVE STE 2100**

City, State, Zip: **DALLAS, TX 75204-2933**

Repeat Group Number: **58** Item # **4**

Lot Description: **LOT 3 SUB OF GODARD PPTY MBK 3 P 211 #SEC 40 T5S R1W #MP32 12 40 0 001 (32 12 40 0 001 034.XXX) 3901 BAY FRONT RD**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,617	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheli a Dean
CLERK

Marchetta Tuto
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **WACHOVIA-COLL AGT/SASS MUNI IV**

Address: **1185 AVENUE OF THE AMERICAS 18TH FLOOR**

City, State, Zip: **NEW YORK, NY 10036**

Repeat Group Number: **58** Item # **5**

Lot Description: **LOT 108 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 058.XXX) 1712 BREAM DR**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,747	$	0.0125	$	**159.34**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
					$	**309.34**

Sheila Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **SHOEMAKER ED & MARIE**
C/O RUTH RICHARDSON

Address: **2231 REPUBLIC WAY**

City, State, Zip: **MISSOURI CITY, TX 77489-1170**

Repeat Group Number: **58** Item # **6**

Lot Description: **BEG NE COR OF S 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4 SEC 18 T4S R2W TH W 25 FT(S) TO S/L CODY RD FOR POB TH W 160 FT TH S 50 FT TH E 160 FT TH N 50 FT TO BEG #SEC 18 T4S R2W #MP28 04 18 1 001 (28 04 18 1 001 003.XXX) 659 CODY RD**

Nuisance Date: 10/5/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,094	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
CLERK

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **58** Item # **7**

Lot Description: **LOT 42 KNIPPERS 1ST ADD TO PRICHARD DBK 132 PG 338 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 350.XXX) 564 REYNOLDS AVE**

Nuisance Date: 10/5/2022
Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,129	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
CLERK
Marchetta Tate
INSPECTOR
Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **JONES ROBERTA**
C/O MARGARET STALLWORTH

Address: **195 PINE ST**

City, State, Zip: **CANTONMENT, FL 32533**

Repeat Group Number: **58** Item # **8**

Lot Description: **LOTS 24 & 25 BLK 5 HARTWELL PL MBK 3 PG 315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 311.XXX)282 LAUREL DR**

Nuisance Date: 10/5/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,114	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
CLERK

Marchetta Ivie
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **58** Item # **10**

Lot Description: **LOT 9 BLK 7 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 200.XXX) 1569 POLK ST**

Nuisance Date: 10/5/2022
Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,448	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	396.00

Shelia Dean
CLERK
Marchetta Davis
INSPECTOR
Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **STONIS JULIA WARD**

Address: **3912 WAGON WHEEL DR**

City, State, Zip: **GRAPEVINE, TX 76051**

Repeat Group Number: **58** Item # **11**

Lot Description: **LOT 8 BLK 14 GLENDALE PARK DBK 61 P 316 #SEC 27 T4S R1W #MP29 10 27 2 003 (29 10 27 2 003 064.XXX) 564 MICHIGAN AVE**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,904	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Deese
CLERK

Marchetta Davis
INSPECTOR

Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **JOHNSON LEBARRON**
C/O CORNELIA OWENS

Address: **2905 RALSTON RD**

City, State, Zip: **MOBILE, 36606**

Repeat Group Number: **58** Item # **12**

Lot Description: **LOTS 60 & 61 BLK 1 SECOND A DD TO ST STEPHENS HIGHLANDS MBK 4 P 93 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 074.XXX) 564 MICHIGAN AVE**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,801	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Sheila Dean
CLERK

Marchetta Tarte
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **MONROE ERIC**

Address: **1406 OAKLEY ST**

City, State, Zip: **BRONX, NY 10469**

Repeat Group Number: **58** Item # **13**

Lot Description: **COMG AT A PT ON S/L OF CONTI ST FMLY NEW CONTI ST AT A PT 653.67 FT FROM W/L OF MONTEREY ST WHICH PT IS NW COR OF A LOT OF RUSSELL COLEMAN RUN TH WLY ALG S/L OF CONTI ST 60 FT FOR FRONT TH SLY & PAR TO MONTEREY ST 120 FT FOR DEPTH TH ELY & PAR TO CONTI ST 60 FT TO A PT TH NLY 120 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 008 (29 07 25 0 008 087.XXX) 1713 CONTI ST**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,017	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	590.00

Shelia Dean
CLERK

Maychetta Tarte
INSPECTOR

Jerry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 9, 2023

Lot Owner: **FORMOSA PROPERTIES INC**

C/O ROBERTS ERIC & SUWEI LI

Address: **67323 SALT LICK LN**

City, State, Zip: **LACOMBE, LA 70445-3321**

Repeat Group Number: **58** Item # **14**

Lot Description: **LOT 1 4219 MOFFETT ROAD S/D MBK 132/65 (28 01 12 2 002 012.XXX) 4219 MOFFETT RD**

Nuisance Date: 10/5/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	58,236	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	50.00

Sheli a Dean

CLERK

Marchetta Dante

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **MODI BHAVNA**

Address: **1075 FLAMINGO DR**

City, State, Zip: **ROSELLS, IL 60172-4731**

Repeat Group Number: **58** Item # **15**

Lot Description: **LOT 17 DIXON HEIGHTS SUB DBK 6 P 169-170 #SEC 12 T4S R2W #MP28 01 12 2 001 (28 01 12 2 001 053.XXX) 1416 PINE GROVE AVE**

Nuisance Date: 10/5/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,348	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheli a Dear
CLERK

Marchetta Jarte
INSPECTOR

Tony Tucker
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **KIRKSEY THOMAS & CAROLYN I**

Address: **5724 DEERWOOD DR N**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **58** Item # **16**

Lot Description: **LOT 42 STANTON PL MBK 6/279 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 051.XXX) 502 STANTON RD**

Nuisance Date: 10/5/2022

Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,141	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Shelia Dean
CLERK

Marchetta Tante
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **JAMES ANDRAY AKA ANDRAY S JAMES**

Address: **597 W PRIVADO WAY**

City, State, Zip: **TRACY, CA 95391-7046**

Repeat Group Number: **58** Item # **17**

Lot Description: **LOT 31 SANDALWOOD UNIT 3 MBK 41 PG 14 #SEC 02 T4S R2W #MP28 01 02 3 000 (28 01 02 3 000 050.058) 1701 SANDSTONE CT**

Nuisance Date: 10/5/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	12,877	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
CLERK

Margherita Jante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 9, 2023

Lot Owner: **PITTMAN MARGARET**
C/O JAMIE SMITH
Address: **26401 WOERNER RD**
City, State, Zip: **ALBERTA, AL 36530**
Repeat Group Number: **58** Item # **18**

Lot Description: **LOT 1 LOTT UNIT OF ROLLING ACRES MBK 9 PG 280 #SEC 04 T5S R2W #MP33 02 04 4 001 (33 02 04 4 001 067.02X) 5900 MCPHERSON ST**

Nuisance Date: 10/5/2022
Date lot was cut: 2/3/2023 Contractor: Mr. Harold Deese

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		26,275	$	0.0125	$	**328.44**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**478.44**

Shelli a Dean
CLERK
Marchetta Dent
INSPECTOR
Jerry Jackson
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 58** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

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:

- **February 2023 – Nathan Goleman (Employee #18505) Public Works at Large (Inspection Services)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Deputy Executive Director of Public Works Shonnda R. Smith

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for February, Carl Lewis with the Seniors & Therapeutics Division of the Parks and Recreation Department.

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

ATTACHMENTS:

Description	Type	Upload Date
Carl Lewis - Employee of the Month Feb. 2023 - Resolution	Resolution Letter	1/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Gauthier, Lana	Approved	2/8/2023 - 2:26 PM

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:

- **Date February 14, 2023 – Name: Carl Lewis (Employee #14726) Parks & Recreation (Seniors & Therapeutics Division)**

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	2/8/2023 - 2:28 PM

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:

- **February 2023 – Freddie Bell (Employee #8638 – 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:2/14/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE PURCHASE OF CHAMPIONSHIP RINGS AND A CELEBRATORY MEAL

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
SCHOOL RESOLUTION - SCARBOROUGH MODEL MIDDLE SCHOOL	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/9/2023 - 11:13 AM

60- 2022

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 Scarborough Model Middle School, from his discretionary funds*; and

WHEREAS, *Scarborough Model Middle School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Scarborough Model Middle School will be used to assist with the purchase of championship rings and a celebratory meal,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Scarborough Model Middle School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF BUYING A VARIETY OF FOOD ITEMS TO BE DISTRIBUTED ONCE A MONTH TO THE COMMUNITY

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 - SENIOR CITIZENS SERVICES, INC. dba VIA!	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/9/2023 - 11:06 AM

60- 2023

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 Senior Citizens Services, Inc. dba VIA! from his discretionary funds*; and

WHEREAS, Senior Citizens Services, Inc. dba VIA*!* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Senior Citizens Sertvices, Inc. dba VIA! *will be used to assist with the cost of buying a variety of food items to be distributed once a month to the community*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Senior Citizens Services, Inc dba* VIA*!, 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:2/14/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY - GIVING $ 500.00
COUNCILMEMBER CORY PENN - GIVING $2,500.00
TOTAL $3,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH COST OF CLASSES, SESSION, EQUIPMENT, TOURNAMENT AND TO SPONSOR A STUDENT FOR YOUR YEAR

Amount of Contract:

$3,000.00

Funding Source

Project # DSC-01 / 10041020-42080 & DSC-07 / 10041020-42080 **Discretionary Funds** DSC-01 & DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HOPE BOXING ACADEMY	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/9/2023 - 12:17 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*
Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate **$500.00** and Councilmember Penn wishes to appropriate **$2,500.00** (**TOTAL $3,000.00**) to Hope Boxing Academy, from their discretionary funds*; and

WHEREAS, *Hope Boxing Academy,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Hope Boxing Academy*, will be used to assist with the cost of classes, session, equipment, tournament and to sponsor a student for one year* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$3,000.00** to Hope Boxing Academy, 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:2/14/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED FOR SPONSORSHIP FOR THE HPE FOR HEALING ON MAY 2, 2023 FOR SURGERIES AND PRESCRIPTION FOOD BOXES FOR CHRONICALLY ILL PATIENTS

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-06 / 10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - VICTORY HEALTH PARTNERS, INC.	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/9/2023 - 11:19 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$2,500.00** to Victory Health Partners, Inc., from his discretionary funds*; and

WHEREAS, *Victory Health Partners, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Victory Health Partners, Inc., will be used for sponsorship for The Hope for Healing on May 2, 2023 for surgeries and prescription food boxes for chronically ill patients,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Victory Health Partners, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH MAINTENANCE WORK ON THE CITY RIGHT OF WAY AT THE ROUNDABOUT ON NORTH MCGREGOR AVE., CUTTING GRASS AND YEARLY MAINTENANCE FOR THE SPRING HILL FIRE STATION

Amount of Contract:

$8,500.00

Funding Source

Project # DSC-07 - 10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE VILLAGE OF SPRING HILL, INC.	Cover Memo	2/9/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/9/2023 - 11:25 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$8,500.00** to The Village of Spring Hill, Inc., from her discretionary funds*; and

WHEREAS, *The Village of Spring Hill, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The Village of Spring Hill, Inc.*, will be used to assist with maintenance work on the city right of way at the roundabout on North McGregor Ave., cutting grass, and yearly maintenance for the Spring Hill Fire Station, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$8,500.00** to The Village of Spring Hill, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	2/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/13/2023 - 1:37 PM

37-102 **2023**

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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:	Krishna's 102, Inc.
Location:	Doug's Quick Mart #4 4462 Higgins Road, Unit A Mobile, AL 36619

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 5550

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *KRISHNA 102 INC*

Trade Name: DOUGS QUICK MART #4

Location: 4462 HIGGINS ROAD UNIT A MOBILE AL 36619

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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 5550

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 01.31.2023

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: *KRISHNA 102 INC*

Trade Name: DOUGS QUICK MART #4

Location: 4462 HIGGINS ROAD UNIT A MOBILE AL 36619

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 02.14.2023

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: **February 7, 2023**

Re: **Application # 5550 / 4426 Higgins Rd. Ste. A**

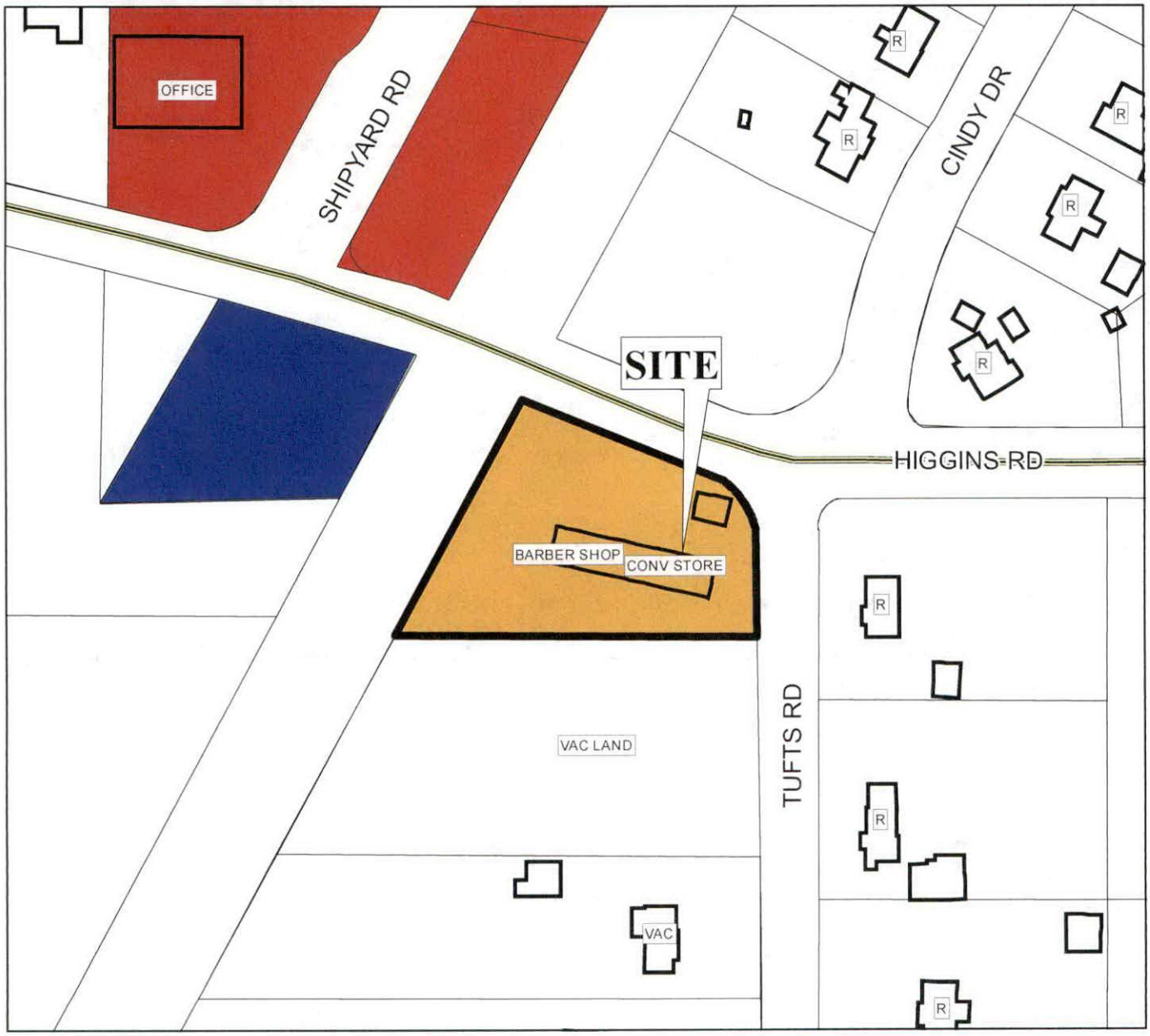
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

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 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5550 DATE FEBRUARY 14, 2023

APPLICANT KRISHNA 102 INC

LOCATION 4426 HIGGINS RD STE A

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 02.14.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5550

☐ NEW APPLICATION ☑ TRANSFER-OWNERSHIP ☐ TRANSFER-LOCATION

KRISHNA 102 INC 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: *KRISHNA 102 INC*

TRADE NAME: DOUGS QUICK MART #4

LOCATED AT: 4462 HIGGINS ROAD UNIT A MOBILE AL 36619

☐ 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: ANKUR J CHAUDHARI PHONE#: 251.525.7656

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5550

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***KRISHNA 102 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
CHAUDHARI, ANKUR JASHVANTBHAI	MEMBER	07.31.1994 GUJARAT INDIA	9386 HIGHWAY 43 CREOLA AL 36525-4510

Corporate information: 001-050-327 (Enter book & page or document info) Date: 11.22.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***DOUGS QUICK MART #4***

Location 4426 HIGGINS ROAD STE A MOBILE AL 36619

Mailing Address 4426 HIGGINS ROAD STE A MOBILE AL 36619
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name JAI MAATADEE INC Type 050 / 070

Trade Name DOUGS QUICK MART #4 License No# 002090549

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?

NYRA INC, DBA ONE MORE LIQUOR,

7410 Schillinger Rd, S. BB Suite A1, Mobile, AL, 36619

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** 01.31.2023

The undersigned KRISHNA 102 INC dba DOUGS QUICK MART #4 - ANKUR J CHAUDHARI

(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 31st day of January Year 2023

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 ANKUR J CHAUDHARI E-mail: KRISHNA102INC@GMAIL.COM

Phone Number: Home: 251.525.7656 Cell: 251.525.7656 Bus: 251.661.0905

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? *N/A*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 5000

License covers: *PORTION OF*

License Structure: *SHOPPING CENTER*

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
CHAUDHARI, ANKUR JASHVANTBHAI	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: BOWMAL LLC 251.680.5126

Address of Property Owner/Lessor: 4426 HIGGINS ROAD MOBILE AL 36619

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) AC

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478599
Owner Name	DOUGS QUICK MART #4

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$50.00
Total Unpaid Balance			$0.00
TOTAL DUE			$0.00

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031964-0039 CHARLITTA 01/31/2023 01:28PM

BUSINESS LICENSE
DOUGS QUICK MART #4
124427
2023 Item: 1478599
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal	**50.00**
TP CC FEE	5.00
Total	**55.00**

REVENUE CC 55.00
**********005
Ref=979057ca-a7ca-4188-9224-9c68bb76ceac
Auth=828341

Change due **0.00**

Paid by: ANKUR J CHAUDHARI



Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: ANWAR CHAUDHARI **Phone #:** 251-525-7656

Business Name: Doug's Quick mart #24

Corporation Name: KRISHNA 102 INC

Business Address: 4426 HIGGINS Rd unit A

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. 001-050-327 **County** MOBILE ;
(Enter book and page or document info)

Date 11/22/2022
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity:** 0

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 5000 Sq Ft

_____

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): KRISHNA 102 INC
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (X) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) ANKUR JASHVANTBHAI CHAUDHARI

Social Security # [redacted] Race: ASIAN Sex: (X)M ( )F

Driver License# [redacted] State AL

Title (*i.e. Owner, President, Member*) President

Date of Birth 07 / 31 / 1992

Place of Birth Mehsana GUJARAT INDIA
County *State* *Nation*

Present Address [redacted]
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 years Home# _____ Cell# 251-525-7256

****

Full Name (*First, Middle, Last*) KAJAL KANABHAI CHAUDHARI

Social Security [redacted] Race: ASIAN Sex: ( )M (X)F

Driver License# [redacted] State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 12 / 26 / 1994

Place of Birth MANSA GJ INDIA
County *State* *Nation*

Present Address [redacted]
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 years Home# _____ Cell# 251-525-7258

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20221216143152408

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
JAI MAATADEE INC
Address: 4426 HIGGINS RD UNIT A
MOBILE, AL 36619
Telephone: 251-661-0905

NEW APPLICANT:
KRISHNA 102 INC
Address: 4426 HIGGINS RD UNIT A
MOBILE, AL 36619
Telephone: 251-661-0905

Current License No: 050-002090549
070-002090549

LICENSED PREMISES ADDRESS: 4426 HIGGINS RD UNIT A MOBILE, AL 36619

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 16th day of December, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

Anil Patel
Print Name: ANIL PATEL
Title: PRESIDENT

NEW LICENSEE (APPLICANT)

Print Name: ANKUR CHAUDHARI
Title: PRESIDENT

WITNESS: (By ABC Enforcement)

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221216143152408

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: DOUGS QUICK MART 4 **Filing Fee:**

Applicant: KRISHNA 102 INC **Transfer Fee:** $100.00

Location Address: 4426 HIGGINS RD UNIT A MOBILE, AL 36619

Mailing Address: 4426 HIGGINS RD UNIT A MOBILE, AL 36619

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-050-327

Do you sell Draft Beer?:

Date Incorporated: 11/22/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 92-1115733 **Alabama State Sales Tax ID:** R011588113

Name:	Title:	Date and Place of Birth:	Residence Address:
ANKUR JASHVANTBHAI CHAUDHARI	OWNER	07/31/1994 INDIA	9386 HIGHWAY 43 CREOLA, AL 36525

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: ANKUR CHAUDHARI
Business Phone: 251-661-0905
Fax:

Home Phone: 251-525-7656
Cell Phone:
E-mail: KRISHNA102INC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: DOUGS QUICK MART 4
Applicant: JAI MAATADEE INC

Previous License Number(s)
License 1: 050-002090549
License 2: 070-002090549

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221216143152408

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: BOWMAL LLC 251-680-5126
What is lessors primary business? REAL ESTATE
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: 5000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
Number of licenses in the vicinity: Nearest:
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: 20221216143152408

Initial each — **Signature page**

Initial each	
AC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AC	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.
AC	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AC	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.
AC	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.
AC	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): ANKUR CHADHARI

Signature of Applicant: AC

Notary Name (print): Tyler Smith

Notary Signature: TS

Commission expires: Aug 24, 2025

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:**

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
N/A.				

I certify that the above information is correct and true.

[signature] President Date: 01/06/22

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: BOOMAL LLC, AN ALABAMA LIMITED LIABILITY COMPANY
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 4426 Higgins Rd, Mobile, AL 36619

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: ANJAN Chaudhari Account #_____

Business Name: Krishna 102 INC

Business Location and Tax ID No.: 4426 Higgins Rd, Mobile, AL 36619, No # 92-1115733

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, ANJAN CHAUDHARI *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 01/06/22 _____

Declarant's Signature

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

   KRISHNA 102 INC

2. The date the Certificate of Incorporation was filed: 11 / 22 / 2022 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 050 - 327 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous amendments: _____

(For SOS Use Only)

Alabama
Sec. Of State

001-050-327 D/C

Date	12/30/2022
Time	14:23:53
File	$100.00
Total	$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 12 / 30 / 2022 (format MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**
*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ◉ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

7. ○ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:

   a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.

   b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ○ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

12 / 30 / 2022
Date (MM/DD/YYYY)

ANKUR CHAUDHARI
Signature as required by 10A-2A-1.20

PRESIDENT
Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name	Entity ID
KRISHNA 102 INC	001-050-327
Type	**Formation Date**
Business Corporation	2022-11-22

Directors and Addresses

Original

Director	Street Address	Mailing Address

Amended

Director	Street Address	Mailing Address	
ANKUR CHAUDHARI	9386 HIGHWAY 43 CREOLA, AL 36525	4426 HIGGINS RD MOBILE, AL 36619	(Added)
KAJAL K CHAUDHARI	9386 HIGHWAY 43 CREOLA, AL 36525	4426 HIGGINS RD MOBILE, AL 36619	(Added)

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-22-2022

Employer Identification Number:
92-1115733

Form: SS-4

Number of this notice: CP 575 A

KRISHNA 102 INC
DOUGS QUICK MART 4
% ANKUR CHAUDHARI
4426 HIGGINS RD UNIT A
MOBILE, AL 36619

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 92-1115733. 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 1120	04/15/2023

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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

KRISHNA 102 INC
4426 HIGGINS RD A
MOBILE, AL 36619-8957

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011588113	12/1/2022	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Montgomery

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

Provider Code 4400

KRISHNA 102 INC
4426 HIGGINS RD STE A
MOBILE, AL 36619-8957

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 with Gas Station
(Type of business)

LAKSHMA 102 INC
(Name of applicant whether individual, corporation, etc.)

4426 HIGGINS RD
(Location address for application)

Mobile AL 36619
City State Zip

8000 SQ FT
(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-2 Parking Provided 17

Parking Required 17 Compliance: ✓ Yes _____ No

(Signed by Urban Development Dept) 02/07/2023
Date

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)

Lot A of B+R Subdivision

Physical address: 4426 Higgins Rd. Mobile, AL 36619

The above described property is ( ) owned (X) leased ( ) sub-leased or otherwise surrendered to KRISHNA 102 INC who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 10th day of January, 2023.

Kimberly Dianne Holton — Notary Public

Charles B Barker — Property Owner — 01/10/23 — Date

12/17/24 — My Commission Expires

License — Date

KIMBERLY DIANNE HOLTON
My Commission Expires
December 17, 2024

1198

Property Details

Account

Key Number:	1132820
Legal Description:	LOT A OF B & R SUBD MBK 37 P 119 #SEC 23 T5S R2W #MP33 06 23 4 000
Parcel Number:	3306234000049XXX
Type:	Real
Property Class:	2

Location

Address:	4426 HIGGINS RD MOBILE, AL 36619

Owner

Name:	BOWMAL LLC
Mailing Address:	
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$257,600
Land Value:	$22,500
Appraised Value:	$280,100
Taxable Value:	$280,100
Assessed Value:	$56,020

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

LEASE AGREEMENT

THIS LEASE (HEREINAFTER THE "LEASE") IS MADE AND ENTERED INTO AS OF THE LAST DATE OF SIGNATURES BY AND BETWEEN BOWMAL LLC., AN ALABAMA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS THE "LANDLORD") AND KRISHNA 102 INC. (HEREINAFTER REFERRED TO AS THE "TENANT") (COLLECTIVELY HEREINAFTER REFERRED TO AS THE "PARTIES").

1. PREMISES: Subject to and upon the terms set forth herein, Landlord leases to Tenant and Tenant leases from Landlord, those certain premises of units A, B, and C of 4426 Higgins Rd. Mobile, Alabama 36619 (Lot A of B & R subdivision). Said property, together with the improvements, is hereinafter referred to as the "Premises".

2. **USE OF THE PREMISES:** Tenant shall use Unit A of the Premises as a convenience store/ fuel station, and may use Unit B and/or C of the Premises as a retail liquor store or for any other lawful use. The Tenant shall ensure the entire premises is operated in a careful, lawful, safe, and proper manner to neither create nor allow a nuisance nor violate any municipal, county, state, or federal law, order, code, regulation, ordinance, or statue. The Tenant is responsible for acquiring and keeping in effect all business licenses required for the operation of Tenant's businesses. Tenant is absolutely prohibited from using any part of the premises as a fireworks stand, donation collection station, or residence of any type.

3. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord to be held by Landlord subject to the provisions hereof, contemporaneously with the execution of this Lease, the sum of ($16,800) as security for the payment of rent hereunder and the full and faithful performance of all of the terms, covenants, and conditions of this Lease to be performed by the Tenant. If Tenant is not then in default hereunder, said security deposit shall be returned to Tenant, to the extent that it remains after application of any charges thereto resulting from breach hereof or damages to the demised premises, within a reasonable time after the termination of this Lease. Landlord shall have no obligation to provide Tenant with any written account of any such application or charges. Tenant acknowledges that the security deposit is in no

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.

01/06/23
Date

Charles B. Archer for Bawma I LLC
Owner of Property (Signature)

Charles B. Archer
Print Name of Property Owner

6501 Beaver Creek Drive
Address

Fairhope AL 36532
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.

01/06/23
Date

Applicant's Signature

ARTHUR CLIFFORD HART
Print Name of Applicant

9386 HIGHWAY 43
Address

CREOLA ALABAMA 36525
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 #	5550
Business Name	KRISHNA 102 INC
Company DBA	DOUGS QUICK MART #4
Business Address	4426 HIGGINS ROAD STE A 36619
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

Skinner, Shawn

From: Skinner, Shawn
Sent: Tuesday, February 7, 2023 2:33 PM
To: Gauthier, Lana; Karapetyan, Marine; Kennedy, Payton; Lee, Jonathan; Anderson, Logan; Rogers, Payton
Subject: ABC Approval
Attachments: DOUGS QM COUNCIL.pdf

Tracking:

Recipient	Delivery	Read
Gauthier, Lana	Delivered: 2/7/2023 2:33 PM	Deleted: 2/7/2023 3:47 PM
Karapetyan, Marine	Delivered: 2/7/2023 2:33 PM	
Kennedy, Payton	Delivered: 2/7/2023 2:33 PM	Read: 2/7/2023 2:34 PM
Lee, Jonathan	Delivered: 2/7/2023 2:33 PM	Read: 2/7/2023 2:40 PM
Anderson, Logan	Delivered: 2/7/2023 2:33 PM	
Rogers, Payton	Delivered: 2/7/2023 2:33 PM	Read: 2/7/2023 2:37 PM

See attachment for City Council consideration for ABC approval

Application Control Number 5550
Date to City Clerk 02.07.2023
Applicant Name KRISHNA 102 INC
Company DBA DOUGS QUICK MART #4
Address 4426 HIGGINS ROAD STE A 36619
License Type Requested 050 - RETAIL BEER (OFF PREMISES ONLY)
Agenda Date 02.14.2023

License Status New License
Tax Status New License - NO renewals/taxes have reported or paic

Thank you

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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To provide design services of combo field improvements at Figures and Trinity Parks

Amount of Contract:

$49,885.00 combined total

Funding Source

Project # Figures and Trinity Parks - Combo Field Improvements (design) PR-066-22/PR-040-22

Discretionary Funds

Project String C0542 CIP PARKS-FIGURES COMBO FIELD-PRESBOX + C0821 CIP TRINITY PK COMBO FIELD DRAINAGE

Contract Number:4304 (Figures); 4305 (TG)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-066-22/PR-040-22 Figures and Trinity Parks - Combo Field Improvements (design)	Cover Memo	1/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/2/2023 - 2:09 PM
Capital	Rhodes, Brenda	Approved	2/2/2023 - 3:59 PM
			2/8/2023 - 2:21

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:49 PM

RESOLUTION

2023

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:	ESPALIER, LLC
Project Name:	COMBO FIELD IMPROVEMENTS
Project Numbers:	PR-066-22 FIGURES PARK $14,125.00 C0542 (CIP2023-P-005 D1) PR-040-22 TRINITY PARK $35,760.00 C0821 (CIP2022-P-044)
Amount:	$49,885.00 COMBINED TOTAL

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0542 / CIP PARKS-FIGURES COMBO FIELD-PRES BOX

CAPITAL PROJECT #: C0542 (20002000-42200) (CIP2023-P-005 D1)

DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-066-22

CONTRACT AMOUNT: $14,125.00

PROJECT DESCRIPTION: PROVIDE PLANS & SPECIFICATIONS FOR THE RENOVATION OF EXISTING BASEBALL/FOOTBALL COMBO FIELD "A" AT FIGURES PARK (658 DONALD STREET C).

VENDOR NAME: ESPALIER, LLC

VENDOR NUMBER: 292141

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/26/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0821 / CIP TRINITY PK COMBO FIELD DRAINAGE

CAPITAL PROJECT #: C0821 (20002000-42200) (CIP2022-P-044 D1)

DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-040-22

CONTRACT AMOUNT: $35,760.00

PROJECT DESCRIPTION: PROVIDE PLANS & SPECIFICATIONS FOR THE RENOVATION OF EXISTING BASEBALL/FOOTBALL COMBO FIELD "A" AT TRINITY PARK (3100 BANK AVENUE).

VENDOR NAME: ESPALIER, LLC

VENDOR NUMBER: 292141

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/26/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533

City of Mobile Business License No.: 099480

Secretary of State Registration No.: 282 - 684

For the following **Projects**: Figures Park – Combo Field Improvements
658 Donald Street C
Mobile, Alabama 36617

Project Number: PR-066-22

and

Trinity Park – Combo Field Improvements
3100 Bank Avenue
Mobile, Alabama 36617

Project Number: PR-040-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed forty-nine thousand eight hundred eighty-five and 00/100 Dollars ($49,885.00), including thirteen thousand eight hundred eighty-five and 00/100 Dollars ($13,885.00) in not to exceed reimbursable expenses as outlined in the Consultant's Proposal.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated November 17, 2022.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

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

2.1 OWNER/CONSULTANT REPRESENTATIVES:

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE:

Firm Name:	Espalier, LLC
Address:	P.O. Box 1247, Fairhope, Alabama 36533
Phone Number:	251-454-3500
Email address:	joe@espalierdesign.com
Name:	Joe Comer, IV, ASLA
License No.:	099480

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 Indemnification: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with Exhibit 2, Payment Process.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. 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 Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000	$1,000,000/$2,000,000 annual aggregate
2. Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT 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 (ACORD 101, Additional Remarks Schedule.

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

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated November 17, 2022;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

5.2 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to P.O. Box 1827, Mobile, Alabama 36633. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

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

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

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity

based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Espalier, LLC

By Signature

Joe Comer, IV, ASLA, Member
Printed Name and Title

(Corporate Seal if applicable)

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 Joe Comer, IV, ASLA as Member of Espalier, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 5 day of December, 20 22.

NOTARY PUBLIC
My Commission Expires: My Commission Expires December 11, 2023

ESPALIER
landscape architecture

Proposal to:

THE CITY OF MOBILE ALABAMA

FOR

Trinity Gardens & Figures Park Field Condition Improvements

~~Revised November 17, 2022~~
Revised December 21, 2022

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~~November 4, 2022 Revised November 17, 2022~~ Revised 12/21/22

City of Mobile
Architectural Engineering Department
205 Government Street, Suite S-554
P.O. Box 1827
Mobile, AL 36633
Attn: Ms. Shannon McIntyre

RE: Trinity Gardens & Figures Parks Field Condition Improvements

Dear Ms. McIntyre,

Please find attached a revised proposal for the above reference project per your request. If you have any questions or need fur ı please contact me. We look forward to working with you on this project.

Be

Joe Comer IV, ASLA
Es
jo n.com
(251) 454-3500
www.espalierdesign.com

Enclosures

ESPALIER
landscape architecture

~~November 4, 2022~~ ~~Revised November 17, 2022~~ Revised 12/21/22

City of Mobile
Architectural Engineering Department
205 Government Street, Suite S-554
P.O. Box 1827
Mobile, AL 36633
Attn: Ms. Shannon McIntyre

RE: Trinity Gardens & Figures Parks Field Condition Improvements

Espalier, LLC is pleased to provide the following proposal to provide our services for the design and construction phase implementation of multiple field improvement projects as outlined below.

Please find below a project scope based on our site visit.

PROJECT SCOPE

PROJECT SITE & LIMITS OF WORK:
The project site is Trinity Gardens Park Field A for the entire combo field and area to the South of outfield fence. Scope also includes Figures Park Field A for just the infield area & adjacent bull pen & batting cage. See attached site maps.

CONSTRUCTION DOCUMENTS & SPECIFICATIONS:

Description:
TRINTY GARDENS: Provide plans and specifications for the renovation of the existing baseball/football combo field 'A' to improve outfield drainage, renovate infield, provide new football bleachers and goals, to include a clay infield, irrigation system, re-grading and sodding the outfield, scoreboard, misc. backstop improvements. Work to also incorporate area South and West of outfield fence which stays wet to try and improve drainage & functionality.

FIGURES: Provide plans and specifications for the renovation of the existing baseball/football combo field 'A', to include clay infield renovation only, new batting cage & bull pen area.

Project Deliverables:
- **Site Plan/Field Layout Plan/Grading Plan**
  - Field Layout Plan and details as needed of each of the proposed fields, reconditioning of soil, re-grading, and re-sodding. Including drainage improvements & accessories.

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- **Irrigation Plan**
  - Detailed irrigation drawing with details and specifications Trinity Gardens Only.

- **Erosion & Sediment Control Plan**
  - Create and Erosion and Sediment Control Plan and Construction Details to Control Erosion on the project. The Erosion Control Plan will be site specific for both proposed fields.
- **ADEM NPDES Permitting**
  - Create a Construction Best Management Practices Plan for the site. Fill out and submit the ADEM NPDES permit application through the eNOI system. The owner/city will need to pay for the ADEM Permit Fee when signing the application. Trinity Gardens Only.
- **Land Disturbance Permitting**
  - Fill out the Land Disturbance Application and forms for both proposed fields. Submit the construction documents for review and approval by the City of Mobile. The client will reimburse the review fees.
- **Project Manual**
  - Assemble project specification manual with specific work specifications. General requirements & Standard City requirements and forms to be provided by City.

BIDDING & NEGOTIATION:

The work provided during this phase shall include the following:

- Attendance of the pre-bid meeting.
- Coordinate and communicate as it relates to Addenda, RFI's and contractor questions pertaining to material and performance specifications.
- Assist in the review of competitive bids and recommendation and pre-qualification of contractors.

CONSTRUCTION OBSERVATION:

Espalier, LLC will provide up to fifteen (15) total site visits during the construction process at the request of the City of Mobile. Site visits are for the purpose of observing the progress and nature of the work for during the construction period for compliance to contract documents.

NPDES Monitoring (Trinity Gardens Only)

Inspect the site after every rain event of 0.75 inches or greater with a minimum of one (1) inspection per month. The quote provides for three (3) months of coverage beginning the month of the initial inspection. After three months, we will switch to a per inspection fee or re-negotiate a longer period.

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FEES:
With a preliminary total project budget of approximately $250K for Trinity & 85K for Figures and based on the complexity of the project and the amount of documentation anticipated for the each site, the Team will provide the services described as a phased fixed fee of :
Forty-nine Thousand, Eight Hundred & Eighty-Five Dollars ($49,885.00)

FIGURES PARK - Construction Documentation & Construction Phase Services	
Construction Documents Phase	$ 6,500.00
Bidding and Negotiation Phase	$ 500.00
Construction Administration Phase (Not to Exceed 7 Visits)	$ 5,000.00
Total Figures Park CD & Construction Phase	$ 12,000.00
Reimbursable Expense	
Land Disturbance Permit Coordination	$ 1,725.00
Reprographics Allowance	$ 400.00
Land Disturbance Fee to be Waived by City	
Total Reimbursable Expenses	$ 2,125.00

TRINITY PARK - Construction Documentation & Construction Phase Services	
Construction Documents Phase	$ 18,000.00
Bidding and Negotiation Phase	$ 1,000.00
Construction Administration Phase (Not to Exceed 8 Visits)	$ 5,000.00
NPDES Inspections over 6 Months shall be hourly as needed or renegotiated.	
Total Trinity Park CD & Construction Phase	$ 24,000.00
Reimbursable Expense	
Land Disturbance Permit Coordination	$ 1,725.00
ADEM/NOI Permit (Filing & Termination)	$ 2,500.00
ADEM Permit Fee	$ 1,385.00
NPDES Monitoring	$ 4,025.00
As-built Certification	$ 1,725.00
Reprographics Allowance	$ 400.00
Land Disturbance Fee to be Waived by City	
Total Reimbursable Expenses	$ 11,760.00

Notes:
1. Fees are only valid with both projects being accepted as one package.
2. Billing for services will be based on a percent of completion of the phased fee.
3. Additional work will be hourly or negotiated separately once these fees are met.
4. See attached aerial photos for limits of work.

TOTAL FEE: **$ 49,885.00**

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ADDITIONAL SERVICES:

Work requested that is not specifically covered above will be billed hourly.

Espalier Hourly Rates:

- Landscape Architect $140/Hr.
- Administrative $50/Hr.

SE Civil Hourly Rates:

- Engineer $125/Hr.
- Engineer in Training $95/Hr.
- Inspector $80/Hr.
- Administrative $50/Hr.

Exclusions

- *Lighting Design*
- *NPDES Monitoring beyond time specified above*
- *Materials & Compaction Testing*
- *Wetland Determination or Delineation*
- *Surveying*
- *Soils boring/Engineering beyond described*

Credits and Acknowledgements

Espalier and sub-consultants, where appropriate, will be given proper credit and acknowledgement in published articles for the specific work performed on the project.

Other

Change Orders will be detailed and estimated separately.
Espalier, LLC limits its liability to its insured amount.

Payment Terms

Progress billings will be submitted on the 20th of each month or when project is complete. All accounts are due 10 days from date of invoice. Any design changes will be requested at the review of the conceptual design. Design changes after review sign off will be subject to hourly rate of $150/Hr. Client shall bear all legal fees, court costs, and related expenses as a result of any necessary collections proceedings. Past due payments shall bear an interest rate of 6% monthly after 30 days.

Espalier, LLC _____ Date _____

Accepted _____ Date _____

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Exhibit 2
Payment Process

1. The Consultant shall submit his request for payment on approved, standard forms.

2. Where compensation is based on a Stipulated Sum or on a Percentage of Construction Cost, Progress Payments for Basic Services for each phase shall total the following percentages of the total Basic Compensation payable:

Investigation Phase:	12.5%
Design Development Phase:	15%
Construction Documents Phase:	50%
Bidding or Negotiation Phase:	2.5%
Construction Phase:	20%
Total Basic Compensation	100%

3. Payments to Consultants shall be made upon approval of each phase except for Construction Phase. During Construction Phase, the percentage of the progress payment shall be the percentage of approved work completed by the contractor.

4. Payment process: Design consultant submits invoice to Architectural Engineering Department for work complete. Fiscal Officer will verify contract amount and other figures. Project Manager will review invoices, and verify percentage complete. Fiscal Officer enters request for payment via Munis for approval by Director of Real Estate Asset Management. Consultant's invoice is forwarded to the City of Mobile Accounting Department via Munis for payment.

5. Invoices submitted prior to and approved by noon Wednesday will be processed that week and a check disbursed by mail or hand the following Wednesday (one week). Invoices approved after noon on Wednesday will be processed the following week and disbursed the Wednesday following (two weeks).

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-040-22 & PR-066-22 Current Date 11 /7 /22

Project Description Trinity and Figures Park - Field Improvements

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.

I am requesting a waiver of DBE participation because this combined project will only require one trade to complete the design of the Trinity and Figures Parks - Field Improvements. The single design trade proposed to be contracted will be a Landscape Architect of which there are not any listed DBE Landscape Architect's in this area or that had submitted to the City of Mobile's Request for Qualifications for Various Park projects. The landscape architect does not anticipate the need to contract with any sub-consultants for this project.

Requested By (Department Director)

(Signature)	(Title)	(Date)
Carleen Stout - Clark Interim	REAM Director	11-7-22

251-327-7309
Telephone Number

carleen.stout@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)	(Title)	(Date)
Archnique Kidd	Supplier Diversity Manager	Nov. 21, 2022

Approved By (CAO)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	ESPALIER, LLC
Address	P.O. BOX 1247 FAIRHOPE, AL 36533
Telephone	251-454-3500
E-Mail	JOE @ ESPALIERDESIGN.COM

RFP/RFQ Solicitation Number	PR-066-22 & PR-040-22
Project Description	TRINITY & FIGURES PARKS COMBO FIELD IMPROVEMENTS.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees 0

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JOE COMER

Signature: _____ Date: 12/1/22

Title: MEMBER

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: JOE COMER Title: MEMBER

Email: SAME AS ABOVE Phone: SAME ABOVE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company ESPALIER, LLC Your Bid/Proposal Amount $ 49,885.00 Date: 12/1/22

____/____/____ Description _____

Name of Bidder/Proposer: JOE COMER

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
ESPALIER, LLC	251 454 3500	LANDSCAPE ARCHITECTURE	49,885.00	100	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ESPALIER LLC

Contact Person: JOE COMER Phone 251 454 3500 Email ON FRONT

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

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

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. _____

_____

_____

Alabama Secretary of State

Espalier, LLC	
Entity ID Number	000 - 282 - 684
Entity Type	Domestic Limited Liability Company
Principal Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Principal Mailing Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Status	Exists
Place of Formation	Baldwin County
Formation Date	07/12/2013
Registered Agent Name	COMER, JOSEPH H IV
Registered Office Street Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Registered Office Mailing Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Nature of Business	LANDSCAPE ARCHITECTURE
Organizers	
Organizer Name	COMER, JOSEPH H IV
Organizer Street Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Organizer Mailing Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Organizer Name	COMER, JOSEPH H IV
Organizer Street Address	102 RONFORTH STREET FAIRHOPE, AL 36532
Organizer Mailing Address	102 RONFORTH STREET FAIRHOPE, AL 36532
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	2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/18/2013 Certificate of Formation 5 pgs.

E-Verify

Company ID Number: 779729

Approved by:

Employer Espalier, LLC	
Name (Please Type or Print) Joseph Comer	Title
Signature Electronically Signed	Date 05/07/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/07/2014

E-Verify

Company ID Number: 779729

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Espalier, LLC
Company Facility Address	302 Magnolia Ave. Fairhope, AL 36532
Company Alternate Address	P.O. Box 1247 Fairhope, AL 36533
County or Parish	BALDWIN
Employer Identification Number	433475928
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

ESPAL-1 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2018

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 First Baldwin Ins. (Foley) 8154 Hwy 59, Suite 201 Foley, AL 36535 Alexis Withers	CONTACT NAME: Marie Lee PHONE (A/C, No, Ext): 251-943-6677 FAX (A/C, No): 251-943-5436 E-MAIL ADDRESS: mlee@firstbaldwininsurance.com
INSURED Espalier, L.L.C. Joseph H. Comer PO Box 1247 Fairhope, AL 36533	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's Of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	X	PSL0839519217	09/09/2022	09/09/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 2,000,000 $ 250,000 $ 5,000
A	X Contractual Liab			PSL0839519217	09/09/2022	09/09/2023	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 2,000,000 $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	PSL0839519217	09/09/2022	09/09/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liab	X	X	PSL0839519217	09/09/2022	09/09/2023	E&O	1,000,000
A	Professional Liab	X	X	PSL0839519217	09/09/2022	09/09/2023	EBL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

City of Mobile is included as an additional insured in respect to GL. All policies except WC, shall abe primary and non contributory with any other insurance force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile. 30 day NOC shall apply.

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept
PO 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
Alexis Withers

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The ACORD name and logo are registered marks of ACORD

Project # PR-066-22 Project Name: Figures Park - Combo Field Improvements
Project # PR-040-22 Project Name: Trinity Park - Combo Field Improvements

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:
John Paine Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel.

Amount of Contract:
Total of all is $303,420.95

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230202 Fuel Agenda Package POs	Cover Memo	2/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:50 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, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5196	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
5197	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
5199	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
5200	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
5202	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$16,176.55	(279229) PETROLEUM TRADERS CORPORATION
5188	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$24,375.00	(279229) PETROLEUM TRADERS CORPORATION

5189	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
5190	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
5191	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
5192	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$24,375.00	(279229) PETROLEUM TRADERS CORPORATION
5205	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
5208	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
5210	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
5212	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION
5215	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,132.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00005196-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6500.00 GALLON	2.45000	15925.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00005196-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16176.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005196-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005197-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6500.00 GALLON	2.45000	15925.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00005197-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16176.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005197-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005199-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

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	General Notes			
	BID #5624.			
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	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00005199-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16176.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
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Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
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Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005199-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005200-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6500.00 GALLON	2.45000	15925.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00005200-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16176.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

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Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005200-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005202-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
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	1 1000.40.20.2070.2050.2070.0000.0000.45020.			15925.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00005202-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 16176.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16176.55	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005202-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005188-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.25000	24375.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00005188-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24375.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005188-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005189-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.25000	24375.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00005189-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24375.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005189-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005190-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.43000	25725.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25725.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7500.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00005190-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25725.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25725.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005190-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005191-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.25000	24375.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00005191-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24375.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005191-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005192-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.25000	24375.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			24375.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00005192-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 24375.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	24375.00	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005192-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005205-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00005205-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005205-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005208-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00005208-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

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Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005208-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005210-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00005210-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005210-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005212-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00005212-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
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Approved	02/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005212-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005215-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	2.45000	20090.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20090.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00005215-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20132.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20132.64	4723779.85
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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Approved	02/02/23	JAMES NEESE JR	

Bill To	Requisition 00005215-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

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: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE 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.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	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.

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

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.

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER 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.

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

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

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.

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

Linked Solicitation

Sourcing Number

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
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
3/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for John Deere 6110 tractor with Alamo boom mower for Parks Department.
General fund.

Amount of Contract:

$194,400.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230306 Sunsouth Agenda Package POs	Cover Memo	2/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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
3105	2023	(F7000) MOTOR POOL	JOHN DEERE 6110 TRACTOR WITH 25FT BOOM AND 60IN ALAMO MACHETE-3 MOWER HEAD FOR PARKS DEPARTMENT (SEALED BID 5765)	$194,400.00	(291912) SUNSOUTH LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00003105-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROBIDE 2023 OR NEW JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWER WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY ROTAARY CUTTER / MOWER HEAD AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1 , 2023	1.00 EACH	194400.00000	194400.00

Additional Description Notes

2022 OR NEWER JOHN DEERE 6110M TRACTOR. REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47120.
E C0756 .VEHICLEEXP. . 194400.00

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

Requisition Link

Requisition Total 194400.00

Bill To	Requisition 00003105-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SUNSOUTH LLC	MOTOR POOL
8420 TANNER WILLIAMS RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36608	CARTERD@CITYOFMOBILE.ORG
Tel#251-649-3892	Delivery Reference
Fax 251-649-3896	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/22	291912	12/09/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account			Amount	Remaining Budget
E C0756	.VEHICLEEXP.	.	194400.00	247357.22

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47120.	194400.00	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	02/06/23	JOHN PAINE	Requisition item removed chang
Approved	12/13/22	DANIEL OTTO	
Approved	12/14/22	BRENDA RHODES	
Approved	12/14/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/14/22	RELYA MALLORY	Auto approved by: 910511034
Queued	02/06/23	DANIEL OTTO	being worked
Pending		BRENDA RHODES	being worked
Pending		TIFFANY HOLLINS	being worked
Pending		RELYA MALLORY	being worked
Pending		DONALD ROSE	being worked
Pending		SANDRA LEWIS	being worked
Pending		KAREN NAMAN	being worked
Pending		JOHN PAINE	being worked
Pending		MICHAEL SPAFFORD	being worked

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
$200,531.30	$194,400.00

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
Postal Service Does Not Deliver to This Street Address

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 deliverd F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, FEBRUARY 3, 2023

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.					

TRACTOR WITH SIDE MOUNT 60" SLOPE/DITCH MOWER

APPX 1-2

2022 or newer tractor with side mounted 60" slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25' boom mower with 60" severe duty rotary cutter/mower as per the following and attached specifications.

No substitute on tractor or boom mower brands or models.

Make_____ Model_____

Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60" severe duty rotary cutter/mower.

No substitution on tractor or mower.

Quote delivered pricing FOB Mobile.

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/**

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

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 contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ALL OR NONE 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 competed order.

TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS

MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity

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:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for Spring 2023 EMT Certification Course.

General fund.

Amount of Contract:

$16,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230207 USA Agenda Package POs	Cover Memo	2/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:51 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
5362	2023	(1510) FIRE ADMINISTRATION	SPRING 2023 EMT CERTIFICATION COURSE FOR MFRD (INTERGOVERNMENTAL AGREEMENT)	$16,000.00	(281629) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00005362-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Released Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE Vendor Sourcing Notes --- Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	8.00 EACH	2000.00000	16000.00
	Additional Description Notes --- Spring 2023 EMT Certification Course as per your quote dated 02/01/2023 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			16000.00

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

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To	Requisition 00005362-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Released Page 2

Vendor
UNIVERSITY OF SOUTH ALABAMA
EMS DEPARTMENT
600 CLINIC DR SUITE 400

MOBILE, AL 36688-0001

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
	Requisition Link			
	Requisition Total			16000.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42140.	16000.00	
EMERGENCY MEDICAL SVCS EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Queued	02/06/23	DONALD ROSE	
Queued	02/06/23	SANDRA LEWIS	
Queued	02/06/23	KAREN NAMAN	
Queued	02/06/23	JOHN PAINE	
Queued	02/06/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase order to Carrier Corporation for a Carrier Evapco cooling tower for the Civic Center.
CIP

Amount of Contract:

$118,636.07

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

ATTACHMENTS:

Description	Type	Upload Date
20220208 Carrier Agenda Package POs	Cover Memo	2/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:55 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
4759	2023	(3032) ARCHITECTURAL ENGINEERING	CARRIER EVAPCO COOLING TOWER FOR CIVIC CENTER (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$118,636.07	(297060) CARRIER CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00004759-00 FY 2023
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 1

Vendor	Ship To
CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PRICE PER SOURCEWELL 070121-CAR AND YOUR QUOTE #00726400. This price includes all freight charges. There will no additional charges.			
001	CHILLER AS FOLLOWS:	1.00 EACH	118636.07000	118636.07
	Additional Description Notes --- CHILLER: CARRIER COOLING TOWER - EVAPCO MODEL AT 29-4K21; OVERSIZED OUTLET FOR REMOTE SUMP, EVAPAK FILL, (2) LADDERS, (2) LADDER EXTENSIONS, (2) FAN MOTORS: INVERTER CAPABLE, (2) FAN MOTOR SPACE HEATERS. Price includes 1 year warranty from installation and not to exceed 18 months from shipment for all items. Additional warranty includes 5 Years for mechanical equipment including fans, fan motors, bearings, pulleys, shafts, gear reducers, drive couplings and mechanical equipment supports. PER YOUR QUOTE #00726400 DATED 02.08.23, SOURCEWELL CONTRACT #070121-CAR. FREIGHT INCLUDED; LEAD TIME IS APPROX 20-22 WEEKS Vendor Item Inventory Item/Loc 15206			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0041 .CAPEQUIPMT. .			118636.07

Bill To	Requisition 00004759-00 FY 2023
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
CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 118636.07

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

Account			Amount	Remaining Budget
E E0041	.CAPEQUIPMT.	.	118636.07	232518.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	118636.07	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Forward	01/23/23	JAMES BARBER	Automatic Forward to 910515799

Bill To	Requisition 00004759-00 FY 2023
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 3

Vendor
CARRIER CORPORATION
100 ALPHA DR #118

DESTREHAN, LA 70097

Tel#504-388-0225
Fax 985-764-7050

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	01/23/23	BOB HOLT		Improper workflow. Deny Also a	
	Approved	01/31/23	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	01/31/23	CASSIE BOATWRIGHT			
	Approved	01/31/23	BRENDA RHODES			
	Approved	01/31/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	01/31/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	02/08/23	DONALD ROSE		Approved by: 9105fola	
	Approved	02/08/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	02/08/23	KAREN NAMAN		Auto approved by: 910516727	
	Approved	02/08/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	02/08/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 8B146823-77D9-4BC0-98F4-B947F9AA0E19

Sourcewell

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new andthe current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiateddirectly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

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2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts listed below:

Limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:
$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:
$2,000,000 per claim
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Carrier Global Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: F1B5CDFCEE8A47B...
By: _____	By: _____
Jeremy Schwartz	Simon C. Walls
Title: Chief Procurement Officer	Title: Global Strategic Accounts Leader
Date: 10/7/2021 | 9:30 PM CDT	Date: 10/7/2021 | 11:01 AM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
10/7/2021 | 9:34 PM CDT
Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name:	Carrier Global Corp
Does your company conduct business under any other name? If yes, please state:	Carrier Corporation
Address:	5900-H Northwoods Bus Pkwy Charlotte, NC 28269
Contact:	Alex Relf
Email:	alex.l.relf@carrier.com
Phone:	704-521-6443
HST#:	06-0991716

Submission Details

Created On:	Tuesday June 15, 2021 15:26:02
Submitted On:	Wednesday June 30, 2021 15:43:18
Submitted By:	Alex Relf
Email:	alex.l.relf@carrier.com
Transaction #:	0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address:	104.129.206.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately $19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an $18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards. The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions. As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.	*
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com. Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in Linkedin and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	*
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.	*
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project. Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery. In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers. What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets. The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction. The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required. For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented. In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals. The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance. Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints. There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required. Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, and at no additional costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistencey, and correctness.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	(•) Yes ( ) No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	(•) Yes ( ) No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	(•) Yes ( ) No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

Pricing - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46
Financial Strength and Stability - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55
Marketing Plan/Samples - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40
WMBE/MBE/SBE or Related Certificates (optional)
Warranty Information - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20
Standard Transaction Document Samples - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38
Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☑	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☑	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☑	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☑	1

DocuSign Envelope ID: 6AFFF308-CEFE-456B-9B61-94760CE55C65

AMENDMENT #1
TO
CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/15/2022 | 6:24 AM CDT

Carrier Global Corporation

By: William Langston
Will Langston, Assistant Secretary

Date: April 19, 2022

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 4/15/2022 | 6:46 AM CDT

Carrier Corporation 070121-CAR

Pricing for contract #070121-CAR offers Sourcewell participating agencies the following discounts:

- 35-71.5% Discount off MSRP

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 Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

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 Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. 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.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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 Ford Lincoln Inc for one 2023 Ford Explorer SUV for Traffic Engineering.

General fund.

Amount of Contract:

$36,866.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230209 Stivers Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:48 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
5229	2023	(F7000) MOTOR POOL	2023 FORD EXPLORER SUV FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$36,866.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005229-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MID SIZE SUV AS SPECIFIED: 2023 OR NEWER FORD EXPLORER FOUR DOOR SUV WHITE IN COLOR. AS PER STATE OF ALABAMA CONTRACT T-191, MASTER AGREEMENT MA999 220000003128 LINE 3 MODEL SERIES K8B ORDER CODE 100A	1.00 EACH	36522.00000	36522.00
	Additional Description Notes --- 2023 OR NEWER FORD EXPLORER FOUR DOOR SUV. REQUESTED BY 2060 TRAFFIC ENGINEERING.			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .			36522.00
	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			
002	DELIVERY FEE 172 MILES X 2.00 PER MILE TO THE CITY OF MOBILE	1.00 EACH	344.00000	344.00

Bill To	Requisition 00005229-00 FY 2023
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: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .			344.00

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

Requisition Link

Requisition Total 36866.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	36866.00	28165.75

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	36866.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00005229-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	CCancelled	02/09/23	JOHN PAINE		Requisition item added changed	
	Approved	02/01/23	CHARLES SUMRALL		Reviewed and approve	
	Approved	02/02/23	KINA ANDREWS		Auto approved by: 910520042	
	Approved	02/02/23	JAMES DELAPP		Auto approved by: 910520042	
	Approved	02/02/23	CASI CALLAWAY		Auto approved by: 910520042	
	Approved	02/02/23	MARC VASSALLO			
	Queued	02/09/23	CHARLES SUMRALL			
	Pending		SHONNDA SMITH			
	Pending		JAMES DELAPP			
	Pending		CASI CALLAWAY			
	Pending		DONALD ROSE			
	Pending		SANDRA LEWIS			
	Pending		KAREN NAMAN			
	Pending		JOHN PAINE			
	Pending		MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

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
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sitvers Ford Lincoln Inc for one 2023 Ford F150 Supercrew pickup truck for Traffic Engineering.
General fund.

Amount of Contract:

$37,797.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230209 Stivers2 Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:48 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
5237	2023	(F7000) MOTOR POOL	FORD F150 SUPERCREW PICKUP TRUCK FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$37,797.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005237-00 FY 2023
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: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKP TRUCK STATE CONTRACT T191 5.0 V8 ENGINE APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR TRAILER BRAKE CONTOLLER OXFORD WHITE VINYL 40/20/40 FRONT & REAR SEAT - MEDIUM DARK SLATE GRAY VEHICLE COLOR WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003128-4 LINE 4 MODEL SERIES W1C Additional Description Notes --- 2023 OR NEWER FORD F150 SUPERCREW 4X2 PICKP TRUCK STATE CONTRACT T191 5.0 V8 ENGINE APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT & REAR BUMPERS; FOG LAMPS TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR TRAILER BRAKE CONTOLLER OXFORD WHITE VINYL 40/20/40 FRONT & REAR SEAT - MEDIUM DARK SLATE GRAY	1.00 EACH	37453.00000	37453.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .			37453.00

Bill To	Requisition 00005237-00 FY 2023
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: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/01/23	292393	02/01/23			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	DELIVERY FEE 172 MILES X $2.00 PER MILE	1.00 EACH	344.00000	344.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP. .			344.00
	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 00005237-00 FY 2023
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: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			37797.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	37797.00	27821.75

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	37797.00	9661456.81
MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	02/09/23	JOHN PAINE	Requisition item added changed
Approved	02/02/23	CHARLES SUMRALL	Reviewed and approve
Approved	02/02/23	KINA ANDREWS	Auto approved by: 910520042
Approved	02/02/23	JAMES DELAPP	Auto approved by: 910520042
Approved	02/02/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	02/02/23	MARC VASSALLO	
Queued	02/09/23	CHARLES SUMRALL	
Pending		SHONNDA SMITH	
Pending		JAMES DELAPP	
Pending		CASI CALLAWAY	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Bill To	Requisition 00005237-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/23	292393	02/01/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

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
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to software vendor for annual renewal of forensic software for MPD Cyber.
General fund.

Amount of Contract:

$42,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230209 FF Agenda Summary POs	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:47 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
5458	2023	(1545) POLICE CYBER DIVISION	ANNUAL FORENSIC SOFTWARE LICENSE RENEWAL FOR MPD CYBER (SOLE SOURCE RENEWAL OF EXISTING SOFTWARE)	$42,000.00	(295490) SOFTWARE VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00005458-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

UNITED STATES
Tel#

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/23	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	As Per Quote #2888			
	*Renewal of Existing Software			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	42000.00000	42000.00
	Additional Description Notes			
	Total Licenses:-Recurring License Subscription: -Annual Camera Subscription			
	Subscription for period of January 1, 2023 to December 31, 2023			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1530.1545.1530.0000.0000.42140.			42000.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 42000.00

Bill To	Requisition 00005458-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
.

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KEVIN.LEVY@CITYOFMOBILE.ORG

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MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/07/23	295490				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	42000.00	9661456.81
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/09/23	DONALD ROSE	Auto approved by: 9105fola
Approved	02/09/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/09/23	KAREN NAMAN	Auto approved by: 9105fola
Approved	02/09/23	JOHN PAINE	Auto approved by: 9105fola
Approved	02/09/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/09/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to software vendor for annual renewal of forensic software for MPD Cyber.
General fund.

Amount of Contract:

$50,595.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230209 GS Agenda Package POs	Cover Memo	2/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:47 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
4487	2023	(1545) POLICE CYBER DIVISION	ANNUAL SOFTWARE RENEWAL FOR FORENCSIC SOFTWARE FOR MPD CYBER (SOLE SOURCE RENEWAL OF CURRENTLY USED SOFTWARE PRODUCT)	$50,595.00	(295463) SOFTWARE VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00004487-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
USA Tel	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- ASPER QUOTE: Q-22035-1 RENEWAL OF EXISTING SOFTWARE EMAIL PO TO: CITY OF MOBILE CONTACT: WILLIAM SHAW WILLIAM.SHAW@CITYOFMOBILE.ORG			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- Unlimited iOS and Android extractions Start Date: 4/1/2023 End Date: 3/31/2024 Part: Renewal for Serial numbers: 68059dead441170d 65a120f2d4811a03 Vendor Item Inventory Item/Loc 1723	1.00 EACH	50595.00000	50595.00
1	1000.30.15.1530.1545.1530.0000.0000.42140.			50595.00

Bill To	Requisition 00004487-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor
USA
Tel#

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Requisition Link

Requisition Total 50595.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42140.	50595.00	9645206.81
POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/09/23	DONALD ROSE	Auto approved by: 9105fola
Approved	02/09/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/09/23	KAREN NAMAN	Auto approved by: 9105fola
Approved	02/09/23	JOHN PAINE	Auto approved by: 9105fola
Approved	02/09/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	02/09/23	ANNE FOLEY	

Bill To	Requisition 00004487-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1545.1530.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
USA
Tel#

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455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/17/23	295463				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To convert 2 tennis courts into 4 pickleball courts at James Seals Park

Amount of Contract:

$86,244.00

Funding Source

Project # James M. Seals Jr Park Pickleball and Tennis Courts Improvements PR-058-22

Discretionary Funds

Project String C0813 CIP Seals Pk Pickleball/Tennis Cts (20002000-48010)

Contract Number:4306

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-058-22 James M. Seals Jr Park Pickleball and Tennis Courts Improvements	Cover Memo	2/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/2/2023 - 2:10 PM
Capital	Rhodes, Brenda	Approved	2/2/2023 - 4:10 PM
Legal	Kern, Chris	Approved	2/8/2023 - 1:57 PM
Mayors	Montgomery, Brandi	Approved	2/9/2023 - 2:49

Office PM

RESOLUTION

2023

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:	AMERICAN TENNIS COURTS, INC.
Project Name:	JAMES M. SEALS JR. PARK – PICKLEBALL AND TENNIS COURTS IMPROVEMENTS
Project Number:	PR-058-22
Amount:	$86,244.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0813 – CIP SEALS PK PICKLEBALL/TENNIS CTS

CAPITAL PROJECT #: C0813 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-058-22

CONTRACT AMOUNT: $86,244.00

PROJECT DESCRIPTION: TO CONVERT 2 TENNIS COURTS TO 4 PICKLEBALL COURTS AT JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: AMERICAN TENNIS COURTS, INC.

VENDOR NUMBER: 16812

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:** 2/01/2023

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)

American Tennis Courts, Inc.
1272 Bolton's Branch Drive
Mobile, Alabama 36606

City of Mobile Business License Number: 41370
Secretary of State Registration Number: 000-171-632

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

James M. Seals, Jr. Park – Pickleball and Tennis Courts Improvements
540 Texas Street
Mobile, Alabama 36603
PR-058-22

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

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

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: (1935045967)

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.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Seventy-Five (75) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 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.

Init. /

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User Notes: (1935045967)

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 Eighty-Six Thousand Two Hundred Forty-Four and 00/100 Dollars ($86,244.00), subject to additions and deductions as provided in the Contract Documents.

James M. Seals, Jr. Park Base Bid:	$ 84,744.00
Contingency Allowance:	$ 1,500.00
Total Contract Amount:	$ 86,244.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: One Thousand Five Hundred and 00/100 Dollars ($1,500.00)

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)
Unit Price #1. Provide and install 3,000 psi fiber mesh reinforced concrete sidewalk, broom finished. Include demolition of existing, excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	SY	$123.00
Unit Price #2. Provide and install Riteway membrane system over cracks on tennis courts.	LF	$15.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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

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User Notes: (1935045967)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

.1 The aggregate of any amounts previously paid by the Owner;

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

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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

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User Notes: (1935045967)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(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.

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that American Tennis Courts, Inc. has completed the contract for James M. Seals, Jr.– Pickleball and Tennis Courts Improvements, 540 Texas Street, Mobile, Alabama 36603 (PR-058-22). All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

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.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director 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)

Jeff Nichols
American Tennis Courts, Inc.
1272 Bolton's Branch Drive
Mobile, Alabama 36606

§ 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.

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.

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.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

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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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
LH100	JAMES M. SEALS, JR PARK – PICKLEBALL COURTS	5/8/2022
LD100	DETAILS	5/8/2022
LD200	DETAILS	5/8/2022
LD300	DETIALS	5/8/2022

.4 Specifications

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Section	Title	Date
Section 02540	Acrylic Tennis Court Playing Surface-Asphalt Resurfacing	5/8/2022
Section 11683	Windscreens and Nets	5/8/2022
Section 32311	Chain Link	5/8/2022

.5 Addenda, if any:

Number	Date
#1	5/11/2022
#2	5/19/2022
#3	7/8/2022

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
(Paragraphs 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.)

Quote Form
Accounting of Sales Tax Form C-3A
Supplier Diversity Subcontracting and Major Supplier Plan
Standard Form of Agreement Between Owner and Contractor
AIA Document A101
E-Verify Documentation (Sample)

§ 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

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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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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: American Tennis Courts, Inc.

CONTRACTOR *(By Signature)*

Jeff Nichols, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Nichols Jessica Nichols of American Tennis Courts 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 30th day of January, 2023.

Penny LeBlanc-Kasmir
NOTARY PUBLIC
My Commission Expires: May 26, 2024

PENNY LEBLANC-KASMIA
My Commission Expires
NOTARY PUBLIC
05-26-2024
ALABAMA STATE AT LARGE

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EXHIBIT A

James M. Seals, Jr Park – Pickleball and Tennis Court Improvements
540 Texas Street Mobile, Alabama 36603

PR-058-21

Scope of Work

James M. Seals, Jr. Park – This project shall include making improvements to the surface of the courts by furnishing of all labor, materials, tools and equipment necessary and the conversion of two tennis courts to four pickleball courts.

Contractor shall also provide As-Built documentation for permitting close out. All construction sites for City of Mobile projects shall be undertaken 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.

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, American Tennis Courts, 1272 Bolton's Branch Drive, Mobile, Alabama 36606, hereinafter called the Principal, and MERCHANTS NATIONAL BONDING, INC. P. O. Box 14498, Des Moines, IL 50306, 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 eight-six thousand two hundred forty-four and xx/100 Dollars ($86,244.00) 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 James M. Seals, Jr Park Pickleball and Tennis Court Improvements, 540 Texas Street Mobile, Alabama 36603 – PR-058-21 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 30 day of January, 2023.

CONTRACTOR AS PRINCIPAL
Company: American Tennis Courts
(Corporate Seal)

By: _____
(Signature)
Name and Title: Jeff Nichols, President

SURETY
Company: MERCHANTS NATIONAL BONDING, INC.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Erling Riis, III, Attorney-in-fact

Resident Agent: _____
(Signature)
Name and Title: Erling Riis, III, AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: P.O. Box 160927
Mobile, AL 36616
Phone and Fax: 251-473-4600 / 251-450-0032

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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

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 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 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

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
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. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

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, American Tennis Courts, 1272 Bolton's Branch Drive, Mobile, Alabama 36606, Principal, and MERCHANTS NATIONAL BONDING, INC. P. O. Box 14498, Des Moines, IA 50306, 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 eight-six thousand two hundred forty-four and xx/100 Dollars ($86,244.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete James M. Seals, Jr Park Pickleball and Tennis Court Improvements, 540 Texas Street Mobile, Alabama 36603 – PR-058-21, 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 Erling Riis, III **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 30 day of January, 2023

CONTRACTOR AS PRINCIPAL
Company: American Tennis Courts
(Corporate Seal)
By: _____ (Signature)
Name and Title: Jeff Nichols, President

SURETY
Company: MERCHANTS NATIONAL BONDING, INC.
(Corporate Seal)
By: _____ (Signature)
Name and Title: Erling Riis, III, Attorney-in-fact

Resident Agent: _____ (Signature)
Name and Title: Erling Riis, III, AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: P. O. Box 16092
Mobile, AL 36616
Phone and Fax: 251-473-4600 / 251-450-0032

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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

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 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 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
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
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 (10/22)

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-058-22 Current Date 5 /27 /22

Project Description Seals and Crawford Park - Pickleball and Tennis Court Improvements

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.

Please see attached letter from the only contractor that attended pre-bid.

This project is specialized and requires a contractor have multiple years experience and references

to install asphalt on a tennis and pickleball court due to the precision needed and added materials required.

Also the technique to paint a tennis and pickleball court require a USTA certified paint vendor and unique equipment

to install. We are requesting a waiver based on specialized trade to complete this project.

Requested By (Department Director)

(Signature) (Title) (Date)

251-208-7627
Telephone Number

shannon.mcintyre@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) (Title) (Date)

Approved By (CAO)

AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffry M. Nichols
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723
www.americantenniscourts.net

May 26, 2022

Shannon McIntyre
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Dear Shannon,

Thank you for meeting with me recently at the pre-bid meeting for the James M. Seals, Jr. and Crawford-Murphy Park-Pickleball and Tennis Court Improvements. Regarding the scope of work required for the project we will perform all work in house except for the installation of the asphalt portion of the project.

As you know asphalt installation for a tennis or pickleball court is highly specialized construction. The subcontractor that we will use to install the asphalt for this project has installed asphalt on many tennis courts over the years and has been able to meet the specifications and qualifications as required by the United States Tennis Association and the American Sports Builders Association. We are not aware of any other Asphalt contractors who are considered DBE who has performed to these standards in our immediate service area. We have reviewed the membership of the American Sports Builders Association and have found no vendors or contractors that service our area, that are considered DBE.

Additionally, we have explored vendors who supply the required equipment and materials for the project such as asphalt, surface coatings, nets, net posts, fencing, membrane systems and windscreen. We have not found a vendor that is considered DBE who could provide equipment that is considered an approved equal in our immediate service area.

It is understood that DBE participation is required. Please advice on how we should proceed with our bid, regarding DBE, for this project.

Sincerely,

Penny LeBlanc-Kasmia

Penny LeBlanc-Kasmia
General Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

EXHIBIT 5

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	American Tennis Courts. Inc
Address	1272 Bolton's Branch Drive Mobile, AL 366606
Telephone	251 476-4714
E-Mail	penny@americantenniscourts.net

RFP/RFQ Solicitation Number	PR-058-22
Project Description	James M. Seals, Jr. Park - Pickleball + Tennis Court Improvements, Crawford-Murphy Park
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 7 Female 6 Minority 10 Non-minority 3 SDVO 0 Total #of Employees 13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Penny LeBlanc-Kasmia

Signature: Penny LeBlanc-Kasmia Date: June 1, 2022

Title: General Manager.

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: Penny LeBlanc-Kasmia Title: General Manager

Email: penny@americantenniscourts.net Phone: 251-476-4714

1400

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company American Tennis Courts Your Bid/Proposal Amount $ $381,190 Date:
4 / 1 / 2022 Description James M. Seals, Jr. Park - Pickleball + Tennis Courts, Crawford-Murphy Park
Name of Bidder/Proposer: American Tennis Courts. 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
Asphalt Services	251-621-9325	asphalt overlay	211,588	56%	No	
Putterman Athletics	386-738-3441	Nets, Net post, + Windscreen	10,538	3%	No	
Stegas, Acrytech Sports	770-734-3000	Surfacing materials	28,720	8%	No	
Master Halco	251-494-3498	Fence material	16,720	4%		

1401

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: American Tennis Courts, Inc

Contact Person: Penny LeBlanc-Kasmia Phone 251 476-4714 Email Penny@americantenniscourt Net

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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. Please see attached letter

Alabama Secretary of State

American Tennis Courts, Inc.	
Entity ID Number	000 - 171 - 632
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	04/28/1995
Registered Agent Name	MEACHEM, JOHN E
Registered Office Street Address	1272 BOLTON'S BRANCH DRIVE MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	REPAIR & MAINTAIN TENNIS COURTS/RELATED FEATURES
Capital Authorized	$2,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	MEACHAM, JOHN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2020 2021 2022
Transactions	
Transaction Date	06/21/1995
Legal Name Changed From	Amtenco, Inc.
Transaction Date	08/10/2001
Registered Agent Changed From	MEACHAM, JOHN E 163 N FLORIDA ST MOBILE, AL 36607
Transaction Date	01/04/2010
Registered Agent Changed From	MEACHEM, JOHN E 161 N FLORIDA ST

American Tennis Courts, Inc.	
	MOBILE, AL 36607
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/28/1995 Certificate of Formation 9 pgs.
Document Date / Type / Pages	06/21/1995 Legal Name Change 4 pgs.
Document Date / Type / Pages	08/10/2001 Registered Agent Change 1 pg.
Document Date / Type / Pages	01/04/2010 Registered Agent Change 1 pg.

New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 233669

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: American Tennis Courts, Inc.

Company Facility Address: 1272 Boltons Branch, Drive
Mobile, AL 36606

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 631143324

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 233669

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer American Tennis Courts, Inc.

Jeffry M Nichols Name (Please Type or Print)	 Title
Electronically Signed Signature	07/28/2009 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	 Title
Electronically Signed Signature	07/28/2009 Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13th Street
Fort Worth TX 76102

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Federal Insurance Company	20281
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AMERTEN-01
American Tennis Courts, Inc.
1272 Bolton Branch Drive
Mobile AL 36606-4620

COVERAGES **CERTIFICATE NUMBER:** 502342827 **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 X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			A0195525004	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,500,000 $ 500,000 $ 15,000 $ 1,500,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			A0195525001	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			A0195525005	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9J56222A232SG	1/1/2023	1/1/2024	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
B	Leased/Rented Equipment			45467062	6/1/2022	6/1/2023	Limit: $100,000	Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include a blanket automatic 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 (including Completed Ops.)

The General Liability, Automobile Liability, Workers' Compensation policies include a blanket automatic 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 it.

The General Liability and Automobile Liability policies include a blanket Primary & Non Contributory endorsement that affords that coverage to certificate
See Attached...

CERTIFICATE HOLDER
City of Mobile
P. O. Box 1827
Mobile AL 366331827
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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AGENCY CUSTOMER ID: AMERTEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	American Tennis Courts, Inc. 1272 Bolton Branch Drive Mobile AL 36606-4620
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

holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Workers' Compensation policy includes the following excluded officers: Jeffry M. Nichols and Joann Nichols

The Workers' Compensation policy includes other states coverage on all states except monoline - ND,OH,WY, and WA

The Umbrella/Excess Liability policy is follow form.

Project: James M. Seals, Jr. Park-Pickleball and Tennis Courts Improvements - 540 Texas Street, Mobile, AL 36603 PR-058-22

Certificate holder is additional insured as noted above and complete to include: City of Mobile

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer, RE Department

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

Grant Two Permanent Sanitary Sewer Easements and Temporary Construction Easements, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299.

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	2/7/2023
PSSE / TCE KEY # 867752	Exhibit	2/7/2023
PSSE / TCE KEY # 874968	Exhibit	2/7/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	2/7/2023 - 2:59 PM 2/9/2023 - 1:59

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	2/9/2023 - 2:57 PM

R E S O L U T I O N

Sponsored by Mayor William S. Stimpson, Council Member Joel Daves.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Two (2) Permanent Sanitary Sewer Easements and Temporary Construction Easements as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB8190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, copies of which are attached hereto and made a part hereof as though fully set forth herein.

Adopted:

_____

City Clerk

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2022.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its:_____

ATTEST:

_____

Its: _____

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Dyl B. Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ and _____ whose names as _____ and _____, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2022.

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 13 day of December 2022.

Anita L Dionne

Notary Public, State of Alabama

My Commission Expires: ANITA L DIONNE My Commission Expires July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

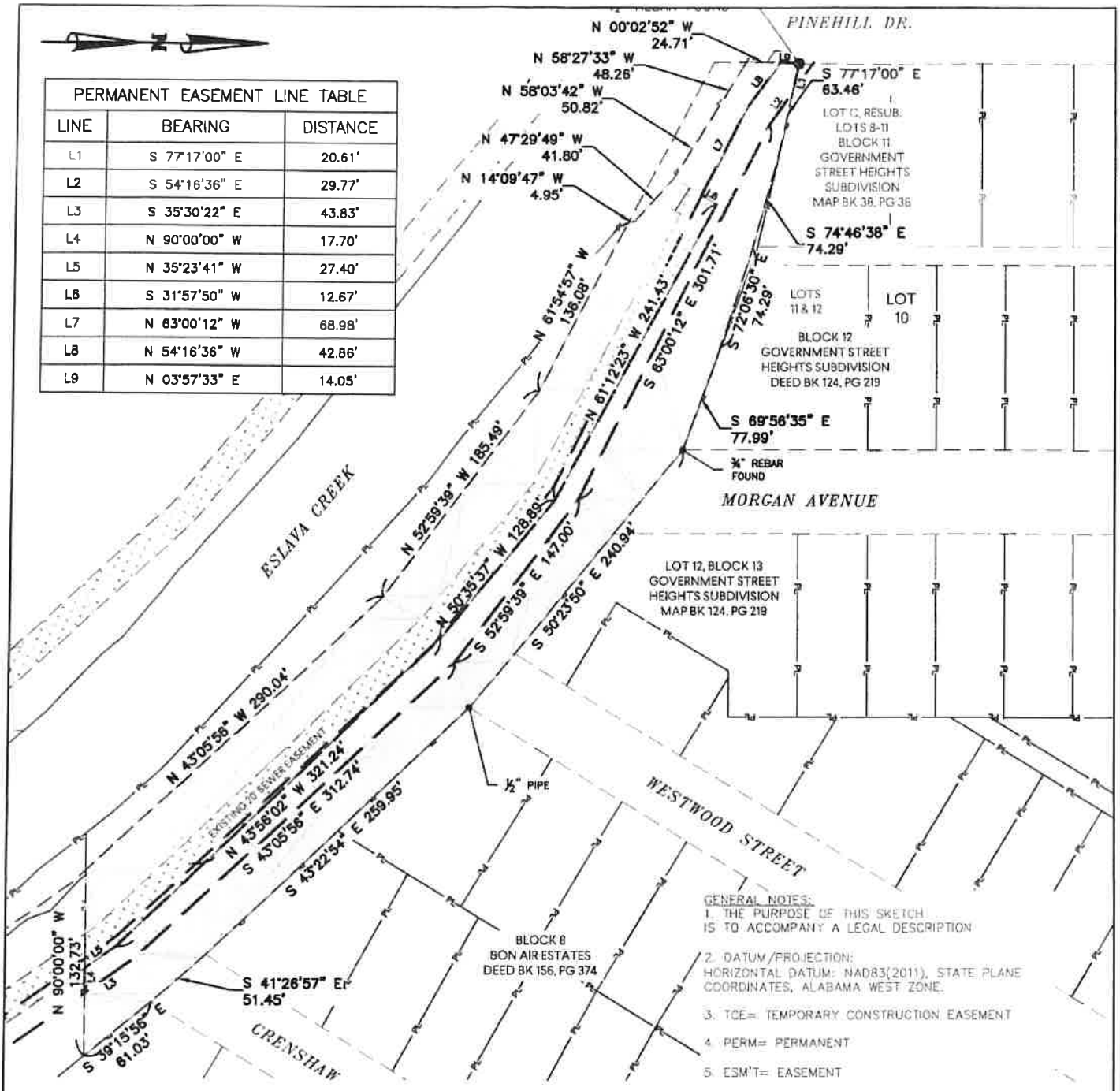
KEY # 867752
CITY OF MOBILE

PERMANENT SEWER EASEMENT

BEGINNING AT A ½ INCH REBAR FOUND ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE AND BEING THE SOUTHWEST CORNER OF LOT C, RESUBDIVISION OF LOTS 8-11, BLOCK 11, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 38, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT, S 77°17'00" E 20.61 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, RUN S 54°16'36" E 29.77 FEET TO A POINT; THENCE RUN S 63°00'12" E 301.71 FEET TO A POINT; THENCE RUN S 52°59'39" E 147.00 FEET TO A POINT; THENCE RUN S 43°05'56" E 312.74 FEET TO A POINT; THENCE RUN S 35°30'22" E 43.83 FEET TO A POINT; THENCE RUN N 90°00'00"W 17.70 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG THE EAST LINE OF SAID EASEMENT AS FOLLOWS: N 35°23'41" W 27.40 FEET TO A POINT; THENCE RUN N 43°56'02" W 321.24 FEET TO A POINT; THENCE RUN N 50°35'37"W 128.89 FEET TO A POINT; THENCE RUN N 61°12'23" W 241.43 FEET TO A POINT; THENCE RUN S 31°57'50" W 12.67 FEET TO A POINT; THENCE LEAVING SAID EXISTING EASEMENT, RUN N 63°00'12" W 68.98 FEET TO A POINT; THENCE RUN N 54°16'36" W 42.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE N 03°57'33" E 14.05 FEET TO A ½" INCH REBAR FOUND AND THE POINT OF BEGINNING.
SAID EASEMENT CONTAINING 13,107 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½ INCH REBAR FOUND ON THE EAST RIGHT OF WAY LINE OF PINEHILL DRIVE BEING THE SOUTHWEST CORNER OF LOT C, RESUBDIVISION OF LOTS 8-11, BLOCK 11, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 38, PAGE 36, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT, S 77°17'00" E 63.46 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, RUN ALONG AN EXISTING WOOD FENCE AS FOLLOWS: S 74°46'38" E 74.29 FEET TO A POINT; THENCE RUN S 72°06'30" E 74.29 FEET TO A POINT; THENCE LEAVING SAID WOODEN FENCE, RUN ALONG THE SOUTH LINE OF LOT 12, BLOCK 12, GOVERNMENT STREET HEIGHTS SUBDIVISION, AS PER RECORDED IN DEED BOOK 124, PAGE 219, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, S 69°56'35" E 77.99 FEET TO A ¾ INCH REBAR FOUND BEING THE SOUTHEAST CORNER OF SAID LOT; THENCE RUN S 50°23'50" E 240.94 FEET TO A ½ INCH PIPE ON THE SOUTH RIGHT OF WAY LINE OF WESTWOOD STREET; THENCE RUN S 43°22'54" E 259.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CRENSHAW STREET; THENCE RUN SAID SOUTH RIGHT OF WAY LINE S 41°26'57" E 51.45 FEET POINT; THENCE LEAVING SAID RIGHT OF WAY, RUN S 39°15'56" E 61.03 FEET TO A POINT; THENCE RUN N 90°00'00"W 132.73 FEET TO A POINT; THENCE RUN N 43°05'56" W 290.04 FEET TO A POINT; THENCE RUN N 52°59'39" W 185.49 FEET TO A POINT; THENCE RUN N 61°54'57" W 136.08 FEET TO A POINT; THENCE RUN ALONG THE MEANDERING OF ESLAVA CREEK AS FOLLOWS: N 14°09'47" W 4.95 FEET TO A POINT



PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 77°17'00" E	20.61'
L2	S 54°16'36" E	29.77'
L3	S 35°30'22" E	43.83'
L4	N 90°00'00" W	17.70'
L5	N 35°23'41" W	27.40'
L6	S 31°57'50" W	12.67'
L7	N 63°00'12" W	68.98'
L8	N 54°16'36" W	42.86'
L9	N 03°57'33" E	14.05'

GENERAL NOTES:
1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 13,107 SQ.FT. OR 0.30 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 51,187 SQ.FT. OR 1.18 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
867752	CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633	-

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT

GMC # GMC3190739
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2022.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its:_____

ATTEST:

_____

Its: _____

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By_____

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ and _____ whose names as _____ and _____, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2022.

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public 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 above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 13 day of December 2022.

Notary Public, State of Alabama

My Commission Expires

STATE OF ALABAMA NOTARY PUBLIC

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 874968
CITY OF MOBILE

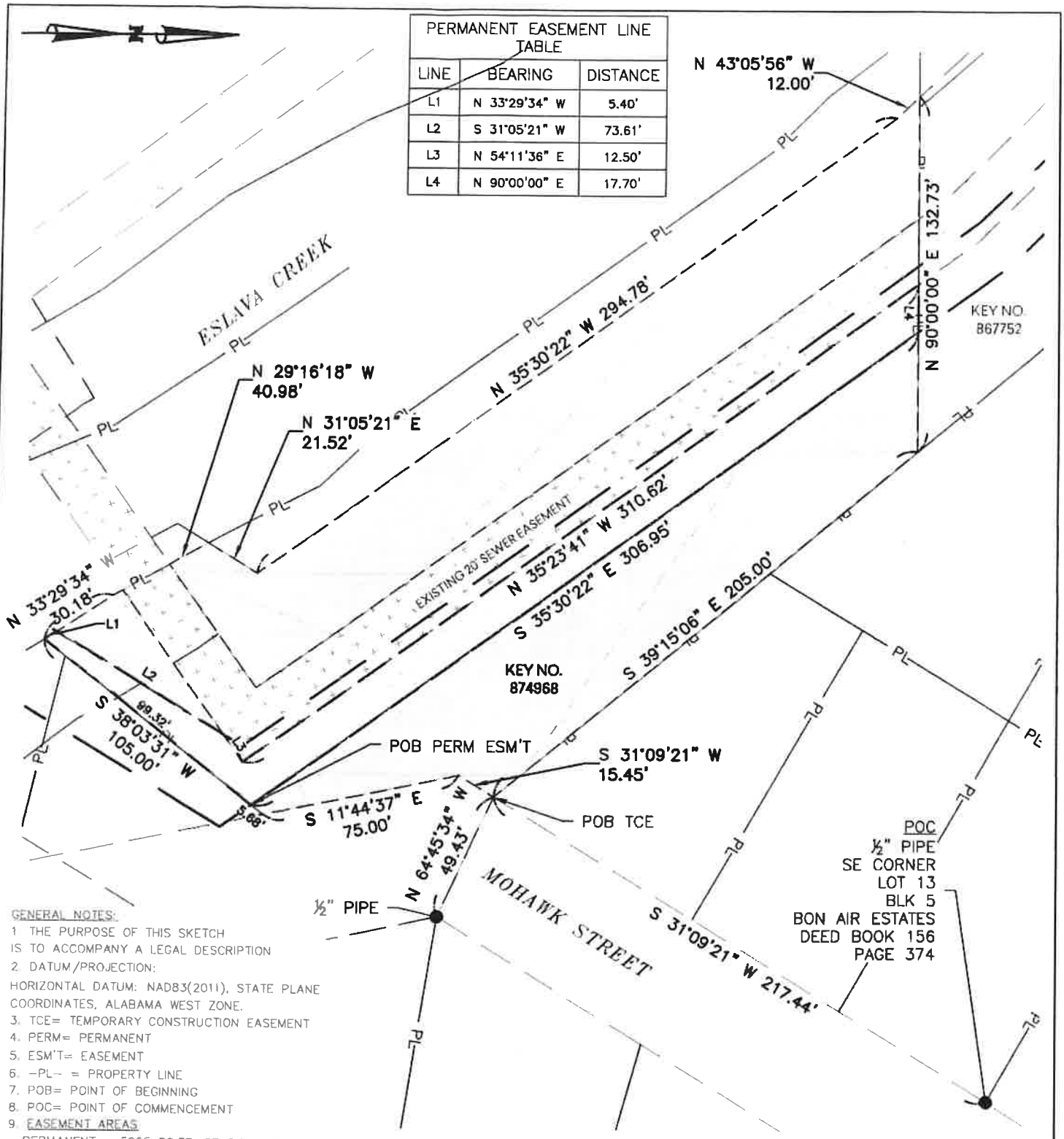
PERMANENT SEWER EASEMENT

COMMENCING AT A ½ INCH PIPE ON THE WEST RIGHT OF WAY LINE OF MOHAWK STREET AND BEING THE SOUTHEAST CORNER OF LOT 13, BLOCK 5, BON AIR ESTATES SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 156, PAGE 374, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE OF MOHAWK STREET S 31°09'21" W 217.44 FEET TO A POINT; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S 31°09'21" W 15.45 FEET TO A POINT; THENCE RUN S 11°44'37" E 75.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, RUN S 38°03'31" W 5.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 38°03'31" W 99.32 FEET TO A POINT; THENCE RUN N 33°29'34" W 5.40 FEET TO A POINT; THENCE RUN N 31°05'21" E 73.61 FEET TO A POINT ON AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EASEMENT AS FOLLOWS: N 54°11'36" E 12.50 FEET TO A POINT; THENCE RUN N 35°23'41" W 310.62 FEET TO A POINT; THENCE LEAVING SAID EASEMENT, RUN N 90°00'00" E 17.70 FEET TO A POINT; THENCE RUN S 35°30'22" E 306.95 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5965 SQ. FT. OR 0.14 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH PIPE ON THE WEST RIGHT OF WAY LINE OF MOHAWK STREET AND BEING THE SOUTHEAST CORNER OF LOT 13, BLOCK 5, BON AIR ESTATES SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 156, PAGE 374, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE OF MOHAWK STREET S 31°09'21" W 217.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S 31°09'21" W 15.45 FEET TO A POINT; THENCE RUN S 11°44'37" E 75.00 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN S 38°03'31" W 105.00 FEET TO A POINT; THENCE RUN N 33°29'34" W 30.18 FEET TO A POINT; THENCE RUN N 29°16'18" W 40.98 FEET TO A POINT; THENCE RUN N 31°05'21"E 21.52 FEET TO A POINT; THENCE N 35°30'22"W 294.78 FEET TO A POINT; THENCE RUN N 43°05'56" W 12.00 FEET TO A POINT; THENCE RUN N 90°00'00" E 132.73 FEET TO A POINT; THENCE RUN S 39°15'06" E 205.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 23,104 SQ. FT. OR 0.53 ACRES, MORE OR LESS.



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION:
HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE.
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS
PERMANENT = 5965 SQ.FT. OR 0.14 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 23,104 SQ.FT. OR 0.53 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
874968	CITY OF MOBILE	PO BOX 1827 OFFICE OF CITY CLERK MOBILE, AL 36633	-

ESLAVA CREEK TRUNK SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT

GMC # GMC0190239
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK COM

GMC

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize the sale of City property located at 720 Museum Drive no longer needed by the City of Mobile

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	1/25/2023
Exhibit B Map 720 Museum Dr	Exhibit	1/25/2023
Routing Form Rec to Sell	Exhibit	1/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	1/26/2023 - 9:36 AM
Legal	Kern, Chris	Approved	1/26/2023 - 10:53 AM
Mayors Office	Montgomery, Brandi	Approved	2/2/2023 - 4:16 PM

2023

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Gina Gregory, Councilmember

WHEREAS, the City of Mobile owns 720 Museum Drive, Mobile, AL 36608 (the subject property), consisting of:

A vacant 16,400 square ft. building located on Lot 2 of Fort Hardeman Subdivision - key number 2397873 (188,508 square ft. / 4.33 acres).

Depicted in Exhibit A (attached); and

WHEREAS, the City is not utilizing the property and the current zoning for the property is residential (R-1); and

WHEREAS, the City would benefit from a sale of the subject property under favorable terms and conditions with the intent of residential redevelopment for a community impact;

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

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

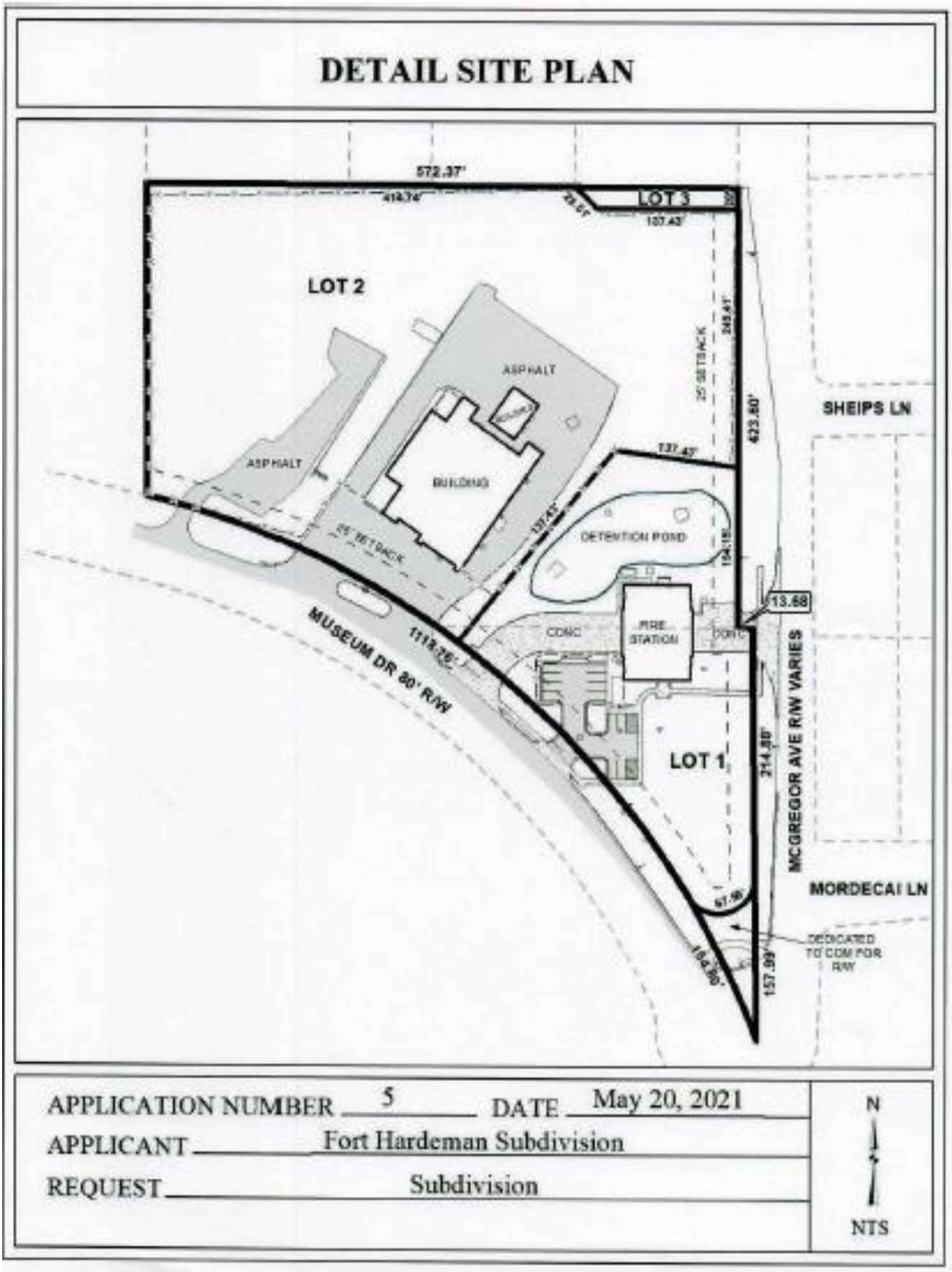
Adopted:

_____

City Clerk

"EXHIBIT A"

720 Museum Drive



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 720 Museum Drive AKA Fort Hardeman, key nos.: 2397873

City Council District and Zoning: District 7, Councilmember: Gina Gregory,

Zoning: Residential (R-1).

Sale or Lease: Sale of Building and Land for RFP: Serves the purpose of creating residential rooftops within the City limits.

Appraisal: Appraisal 12/19/22: $820,000 for Lot 2

II. Acquisitions by City:

- How Reverted from Armory Commission to the City.
- When June 18, 2004
- Special Circumstances (if applicable):

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

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

Submitted by:

Michael Linder, Council Attorney

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
Resolution	Cover Memo	2/6/2023
packet	Cover Memo	2/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/6/2023 - 1:10 PM

RESOLUTION

WHEREAS, the City of Mobile is vested with the power and authority to create and develop tax increment districts pursuant to Ala. Code (1975) §§ 11-99-1 *et seq*. (the "Act"), for the purpose of conserving and rehabilitating blighted or economically distressed areas through appropriate public action; and

WHEREAS, the City of Mobile has made a commitment to the development and maintenance of a strong local economy and job growth by encouraging new commercial, industrial, and other forms of economic growth; and

WHEREAS, within the City of Mobile, there exists an area of land that is need of redevelopment, rehabilitation, or revitalization to provide for the economic growth and development of the area; and

WHEREAS, this project area possesses some potential for development and redevelopment by private enterprise and sound economic growth, but, because of the economically distressed nature of some properties located within the area, it is unlikely that this potential would be realized without appropriate public action authorized by the Act; and

WHEREAS, the City of Mobile is desirous of providing for such development through appropriate public action in the form of funding for or construction of adequate public infrastructure improvements, which will support the private development and growth anticipated as a result of the creation of a tax increment district; and

WHEREAS, the City of Mobile has determined that an appropriate means of financing, in whole or in part, the City's obligation to provide the public improvements contemplated is through tax increment financing, which is a vehicle for funding public improvements in a defined project area or tax increment district based upon the principle that otherwise underutilized and undeveloped areas can be developed through appropriate public action; and

WHEREAS, tax increment financing is a method of funding public improvements in a defined project area or tax increment district slated for development or redevelopment by capturing all or a portion of the increased tax revenue that may result from development of projects and the participation of private enterprise; and

WHEREAS, the City Council previously adopted Resolution 41-1084 on December 6, 2022, calling for a public hearing proposing the creation of TIF D2, authorizing the preparation of a project plan, authorizing action by the President of the City Council to perform certain actions required by law, and directing the publication of such resolution; and

WHEREAS, a public hearing was set for January 3, 2023, to provide all interested parties with an opportunity to express their views of the concept of tax increment financing, the proposed creation of a tax increment district and its proposed boundaries, and its benefits to the City; and

WHEREAS, notice of such public hearing was published in the *Lagniappe*, a newspaper of general circulation in the City, on December 21, 2022, and December 28, 2022, and on December 20, 2022, the President of the City Council sent a copy of such

notice by first class mail to the County Administrator for Mobile County and the Superintendent of the Mobile County Public School System, along with a request that each such entity designate a representative empowered to meet with the City Council to discuss the project plan and the tax increment financing; and

WHEREAS, the public hearing was held on January 3, 2023, at 10:30 AM, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street; and

WHEREAS, on January 11, 2023, a copy of the tentative proposed project plan was sent via email and by first class mail to the County Administrator for Mobile County and the Superintendent of the Mobile County Public School System, along with notice of a special meeting of the City Council to be held on January 17, 2023, for the purpose of inviting the representatives of each deferred tax recipient to attend the meeting to discuss the boundaries of the tax increment district, development within the tax increment district, the exclusion of particular parcels of property from the district, and tax collection for the district; and

WHEREAS, a special meeting of the City Council was held on January 17, 2023, as a meeting of the deferred tax recipients, and a representative from the Mobile County Commission was in attendance at said meeting; and

WHEREAS, a written submission describing the proposed boundaries of the district, the tentative plans for the development of the district, and an estimate of the general impact of the project plan on property values and tax revenues, along with a copy of the final version of the project plan, as attached hereto as **Exhibit A** and incorporated as if fully set forth herein (hereinafter, the "Project Plan"), was mailed to the governing body of each deferred tax recipient and made available for public viewing in the office of the City Clerk and online at cityofmobile.org; and

WHEREAS, the City of Mobile has determined that tax increment financing provides an expedient and viable method of implementing the City's objectives.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile, as follows:

1. The City Council hereby certifies that:

   a. a feasible method exists for the relocation and compensation of any individuals, families, and businesses that will be displaced by the project in decent, safe, and sanitary accommodations within their means and without undue hardship to such individuals, families, and businesses;

   b. the Project Plan conforms to the applicable master plan of the City of Mobile; and

   c. the Project Plan will afford maximum opportunity, consistent with the sound needs of the City of Mobile as a whole, for the rehabilitation, redevelopment, or revitalization of the tax increment district by private enterprise.

2. The boundaries of TIF D2 are described by the maps and parcel list included in the Project Plan and incorporated as if fully set forth herein.

3. The City Council hereby adopts and approves the Project Plan and the boundaries of the tax increment district, which include whole units of property assessed for general property tax purposes, as are defined and declared to encompass the geographical area identified in the maps and parcel list set forth in the Project Plan.

4. The tax increment district is hereby created and established as of the **1st day of March, 2023**, and shall have a duration of thirty (30) years unless dissolved or the Project Plan is otherwise amended by the City Council.

5. The tax increment district shall be named "Tax Increment Financing District 2" (hereinafter referred to as "TIF D2").

6. The City Council hereby finds in accordance with the Act that:

a. not less than fifty percent (50%), by area, of the real property within TIF D2 is in need of rehabilitation, redevelopment, revitalization, or conservation work.

b. the aggregate value of equalized taxable property in TIF D2 plus all existing districts created by the City of Mobile does not exceed fifty percent (50%) of the total value of equalized taxable property within the City of Mobile.

7. The City Council hereby provides for the possibility of the issuance of tax increment obligations or general obligations, or other indebtedness for all or any portion of the project costs with said bonds or other indebtedness to be paid from the anticipated income of the TIF D2 fund or as otherwise permitted under the Act.

8. The 6.5 mills of state ad valorem tax will not be included in calculating the increment.

9. The Director of Finance is hereby directed to make written application to the tax assessor for determination of the tax increment base, providing therewith any and all required information, and to perform any and all actions necessary, advisable, convenient or expedient to the creation of TIF D2 and the implementation of the provisions and effectuation of the purposes of the Project Plan, as consistent with applicable state law.

10. The various departments of the City of Mobile are hereby directed to perform any and all actions necessary, advisable, convenient or expedient to the creation of TIF D2 and the implementation of the provisions and effectuation of the purposes of the Project Plan, as consistent with applicable state law.

11. By adopting this Resolution, the City Council intends that the City of Mobile shall have all powers and authority granted by and consistent with the provisions of the Act, and all other provisions of applicable state law.

Remainder of Page Intentionally Left Blank.

ADOPTED this the 22nd day of February, 2023.

_____
President of the City Council of
the City of Mobile, Alabama

ATTEST

_____
Lisa C. Lambert
City Clerk

APPROVED this the 22nd day of February, 2023.

_____
Mayor of the City of Mobile,
Alabama

EXHIBIT A

Project Plan

(attached)

PROJECT PLAN FOR TAX INCREMENT FINANCING DISTRICT FOR

SOUTH DAUPHIN ISLAND PARKWAY AREA

CITY OF MOBILE, ALABAMA

In recent years, the City of Mobile has undertaken intensive activities designed to attract the growth of private enterprise in the municipality. The City continues to explore and undertake innovative actions designed to enhance job opportunities, educational opportunities and quality of living within the municipality. The City has engaged in these actions for the primary purposes of heightening the quality of opportunities and facilities available to all citizens and businesses, in turn, maximizing this municipality as a draw for new economic growth.

All activities provided for in this Project Plan will take place within the corporate limit of the City of Mobile. The tax increment district contains areas which are currently underutilized and underdeveloped. At this point, the development and the redevelopment of the areas located within the project area cannot be fully realized due to the blighted and economically destressed nature of this area and the lack of adequate public infrastructure and improvements necessary to support private economic development. The planned activities are designed and intended to alleviate these circumstances through expansion and improvement of the project area.

The City of Mobile prepares this Project Plan in anticipation of the adoption of a resolution creating a tax increment financing district in accordance with Ala. Code §§ 11-99-1 et seq. In addition, the City finds that the project area is a blighted and economically distressed area because it is an area which is predominately open and because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, the sound economic growth of the area has been substantially impaired or arrested, and for other reasons listed in Ala. Code §§ 11-99-2 (1). In addition, the City finds that the blighted or economically distressed project area is salvageable and can be conserved and rehabilitated through appropriate public action authorized by Ala. Code §§ 11-99-1 et seq. Further, the City finds that the salvage, conservation, development and rehabilitation of the project area, as described in this Project Plan and other documents prepared pursuant to Ala. Code §§ 11-99-1 et seq., are public uses and purposes for which public money may be expended.

The financing of the City's obligation with respect to the public works and improvements described in this Project Plan will be met in whole or in part by increment financing. Tax increment financing is a method of funding public improvements in the project area by capturing all or a portion of the increased tax revenue that may result if the public works and improvements stimulate private investment, thereby increasing the property values with the project area. As private investment increases, the value of the property increases which results in an increase in the tax base within the project area. The increased revenue, *i.e.*, the "tax increment", is placed into a fund to be paid over to the City for reimbursement of its project costs for improvements. Any voluntary deposits it makes into the tax increment fund are used for special projects within the development area and payment of indebtedness incurred with regard to said improvements. Tax Increment Financing District South Dauphin Island Parkway Area (hereinafter "TIFD2" or "the project area") is identified in this document in

order to implement the City's objectives and to finance its obligations through capture of the tax increment.

In this instance, the capture of the tax increment will include 7.0 mills designated for use by the City of Mobile, 20.5 mills designated for use by Mobile County, and 29.5 mills designated for use by Mobile County Schools. The tax increment will not include the 6.5 mills of State tax.

The prospects for improving the areas within the TIFD2 without the use of tax increment financing are limited by a lack of funding, a problem which has and will continue to substantially impair or arrest sound economic growth of the project area. Potential development in the project area presents an opportunity for the City to provide the funding needed to encourage private development of the project area which will stimulate the local economy, increase job opportunities and create additional tax revenue all of which serve to enhance the overall quality of life in surrounding areas.

I. KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS OR IMPROVEMENTS AND ESTIMATED PROJECT COSTS.

The information provided below regarding the public works or improvements to be made in TIFD2 are estimates. In addition, the project costs listed below are estimates of the expenditures or monetary obligations that the City expects to make or incur as costs of the public works or improvements noted herein; are dependent upon the successful acquisition of appropriate property pursuant to this Project Plan; and are subject to reasonable alteration based upon prevailing circumstances and the requirements and exigencies of future development as it actually takes place. Although premised upon the City's best information, these estimates cannot be guaranteed as accurate and should be viewed as approximations.

The City of Mobile will provide: (1) relocation, (2) road improvements, (3) utilities, (4) mass grading, (5) new road, and (6) professional services. A more thorough description of these public improvements is provided below.

The City's maximum commitment for the project costs listed above is $20,750,000 (Twenty million seven hundred fifty thousand dollars). These costs shall be paid: (1) directly from the tax increment fund; (2) out of the general or other funds of the City; (3) out of the proceeds of the sale of warrants, bonds, notes issues by the City; or (4) out of the proceeds of the sale of tax increment obligations. In addition to the estimates of project costs for public works and improvements and other project costs listed herein, incidental costs related to the listed project costs may also be incurred. The estimate of $20,750,000 (Twenty million seven hundred fifty thousand dollars) is based on current information, but due to numerous factors including the implementation time this estimate may vary from actual costs.

The proposed location of the improvements provided for in this Project Plan are included within the narrative in Section B of this Project Plan and the Boundary map area attached hereto as Exhibit A. The proposed locations as shown cannot be guaranteed and are subject to change depending on the availability of land, the availability of rights-of-way, the availability of materials, and any other circumstances which may arise during the planning, construction, and completion phases of each individual improvement.

A. Administration

TIFD2 will be administered by a committee of five composed of the following: the Mayor of the City of Mobile; the Executive Director of the Public Works Department; The Executive Director of Finance; the City Engineer; the Executive Director of Revitalize DIP or The Peninsula Group as selected by the Mayor. The body will be known as the Tax Increment Financing District 2 Financing Board (known hereafter as the Board) and will be responsible for the implementation of the proposed Plan.

The Board will have the authority to establish accounts; collect and distribute funds; recommend the acquisition or sale of real or personal property; propose contracts as necessary for implementation of the plan; recommend the issuance of bonded indebtedness for authorized projects; and amend and expand the TIF plan as necessary. It is also the duty of the Board to determine the schedule of the implementation of the projects, prioritize the projects and their components, and to accomplish the overall goal of redevelopment of the TIFD2.

The composition of the TIFD2 Board and the number of Board members may change as necessary or expedient to carry on the objective of revitalization in the Project Area as determined by the City Council of the City of Mobile. The Board will establish its own operating procedures and be subject to the rules and regulations of the State Ethics Commission. Minutes of the actions of the Board and all financial records of the TIFD2 must be kept in a businesslike manner, and be made available to the City of Mobile and its designated appointees.

B. Proposed public works or improvements and associated costs, professional services costs, organizational costs, amounts of contributions made in connection with the implementation of the project plan, and payments made at the discretion of the Council which are necessary or convenient to the creation of TIFD2 or the implementation of the Project Plan.

The provision or construction of public infrastructure improvements may include, but not be limited to:

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, or other suitable sites within the district, estimated to cost $2,000,000 (Two million dollars), to include streetscape installation, including landscaping, sidewalk, biking path, and lighting improvements, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, or other suitable sites within the district, estimated to cost $3,000,000 (Three million dollars), to include resurfacing, drainage repair, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for Dauphin Island Parkway, Park Road, Old Bayfront Road, Bayfront Road, Boykin Blvd, or other suitable sites within the district, estimated to cost $1,000,000 (One million dollars), to establish biking and trail head and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for decorative and functional bus stops within the district, estimated to cost $250,000 (Two hundred fifty thousand dollars), to include including signage, landmarks, statues, and placards specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for kayak launches, fishing piers, pickleball courts, boardwalks, walking trails, volleyball courts, ziplines, disc golf, skate parks, boat launches, and other recreational infrastructure within the district, estimated to cost $2,000,000 (Two million dollars), to include including signage specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for public school façade and vehicle access and entryway improvements within the district, estimated to cost $1,000,000 (One million dollars), to include any necessary public drainage, utilities, and other infrastructure;

The provision of funding for park entrance enhancements within the district, estimated to cost $1,000,000 (One million dollars), to include including signage specific to the district, and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for façade improvements for commercial and publicly owned property within the district, estimated to cost $10,000,000 (Ten million dollars), to include exterior repairs for deferred maintenance and demolition when reconstruction is reasonably expected to begin within 6 months or less and any necessary public drainage, utilities, and other infrastructure;

The provision of funding for neighborhood specific and wayfinding signage within the district, estimated to cost $500,000 (Five hundred thousand dollars), to include streetscape installation, including landscaping, and lighting improvements, and any necessary public drainage, utilities, and other infrastructure;

C. Other project costs.

The City estimates that the following project costs will also be incurred:

Imputed Administrative Costs (including, but not limited to, reasonable charges for the time spent by officers and employees of the City in connection with the implementation of the Project Plan), which shall be calculated on an hourly basis at the hourly rate paid to each respective public officer or employee under the City of Mobile Salary schedule in effect at the time that the work hours are accrued.

Additional Professional Services Costs (including, but not limited to, architectural, planning, engineering, fiscal, underwriting, and legal advice and services), as evidenced by invoice or contractual obligation on the basis of actual costs incurred.

Additional Organizational Costs (including, but not limited to, costs of conducting environmental impact or other studies and the costs of informing the public with respect to the creation of the tax increment district and the implementation of the Project Plan), as evidenced by invoice or contractual obligation on the basis of actual costs incurred.

Financing Costs (including, but not limited to, all interest paid to holders of tax increment obligations during the period of implementation of the Project Plan, the cost of any form of credit enhancement, printing and trustee costs, underwriting, legal services and any premium paid in excess of the principal amount thereof because of the redemption of such obligations prior to maturity), to be calculated on the basis of actual costs incurred.

Relocation Costs (including, but not limited to, relocation payments made following condemnation under Alabama Code §§ 18-1A-1 et seq.) to be calculated on the basis of actual costs incurred.

II. METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED.

During the life of TIFD2, the City expects to issue tax increment obligations or general obligation or other indebtedness that will be used to finance the cost of improvements specified in the Project Plan. The City will reimburse the cost of the principal and interest on the tax increment, general obligation, and other indebtedness from the monies deposited in the tax increment revenue fund of TIFD2.

The costs of the improvements to be made in TIFD2 will be repaid out of the increase in property taxes generated from the TIFD2 project area.

The timing of costs and monetary obligations to be incurred are dependent upon factors relating to actual development of the various portions of TIFD2, further appreciation and redevelopment of the property located therein, and the possibility of bond or other indebtedness issues. All anticipated or estimated expenditures provided for in this Project Plan will be made within 20 (Twenty) years of the creation of TIFD2 unless an amendment to this Project Plan is properly adopted.

The City Treasurer will have the power to open an account and pay project costs incurred in TIFD2 that have been authorized for payment by the City Finance Director.

For the purpose of paying project costs, payments may be made in full at the time such costs accrue, thus allowing the project to be all or partially funded on a pay-as-you-go basis.

III. BOUNDARIES OF TIFD2 AND MAPS.

Land within TIFD2 is predominately developed in an urban land setting. The boundaries of TIFD2 are shown and described in the following attachments:

Boundary Map

Existing Land Use Map

Future Land Use Map

List of Included Parcels/Legal Description

Existing Zoning Map

IV. PROPOSED CHANGES TO ZONING, MASTER MAP PLAN, BUILDING CODES AND ORDINANCES.

The City is of the opinion that all improvements to be made pursuant to this Project Plan are consistent with current city ordinances, in so far as the City has jurisdiction. No changes to any existing zoning are anticipated or required at this time. A map showing existing zoning is attached as Exhibit E.

To the extent that approvals are required for implementation of this Project Plan, these approvals will be obtained in accordance with state or local laws.

V. ESTIMATED NON-PROJECT COSTS.

At this time, the City is not aware of any non-project costs which may be incurred as a result of the activities planned in TIFD2.

VI. PROPOSED PLAN FOR RELOCATION AND DISPLACEMENT.

Land within TIFD2 is predominately developed in an urban land setting. Due to project selection, no relocation or displacement is anticipated or required.

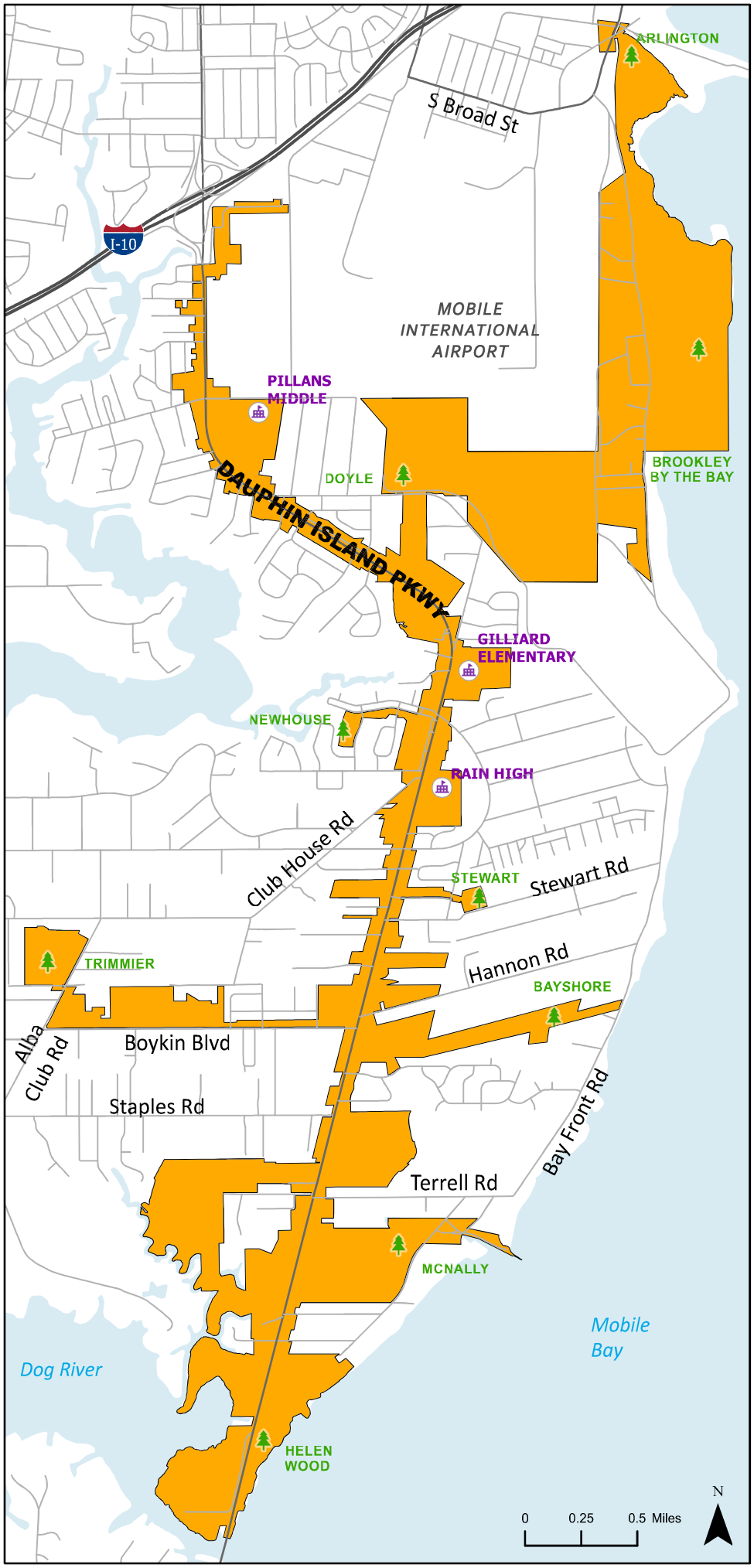
VII. Conclusions.

This Project Plan is written to conform with the provisions of Ala. Code §§ 11-99-1 et seq. If any portion of the Project Plan shall conflict with the provisions of Ala. Code §§ 11-99-1 et seq., or any other statute, then the conflicting portion shall be considered severable, and such conflict shall not affect the remaining portions of this Project Plan, which shall remain viable. In order to carry out the intention of the adopting resolution, reasonable changes to the Project Plan may be made without recourse to amendment. Reasonable changes include removing and replacing projects with like projects due to feasibility and access to property.

EXHIBIT A

City of Mobile Tax Increment Financing District 2

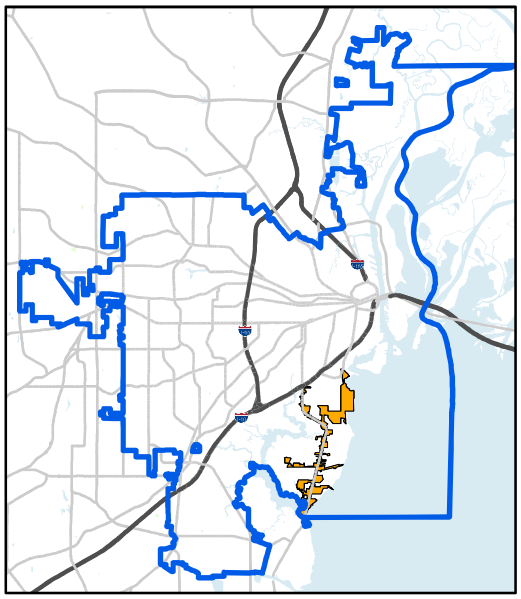
South Dauphin Island Parkway Area



TIF District 2
Schools - Public
Parks

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits

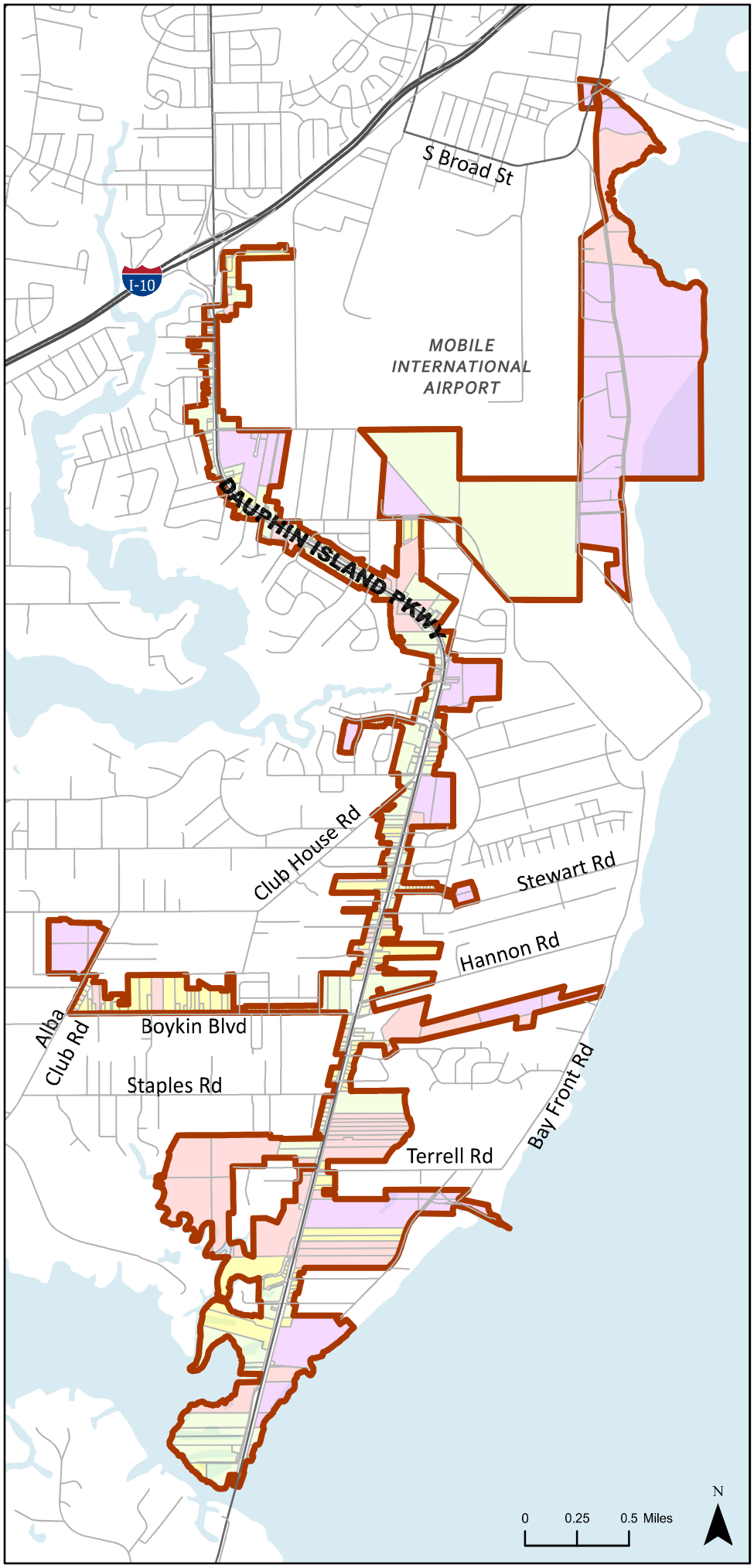


Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

EXHIBIT B

City of Mobile
Tax Increment
Financing District 2

Existing Land Use



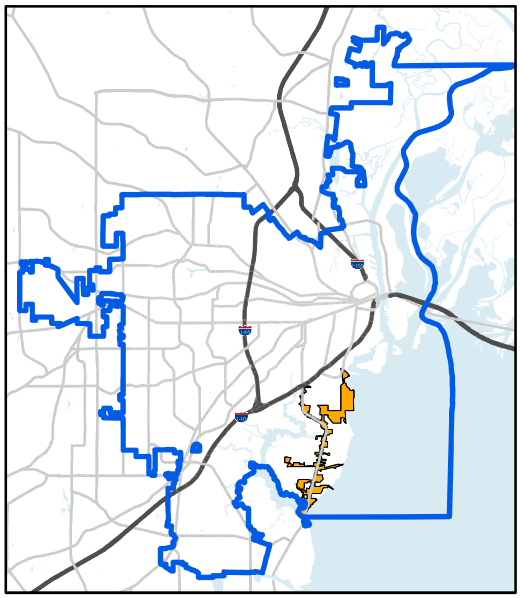
TIF District 2

Existing Land Use

- COMMERCIAL
- RESIDENTIAL
- GOVERNMENT
- VACANT LAND

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits

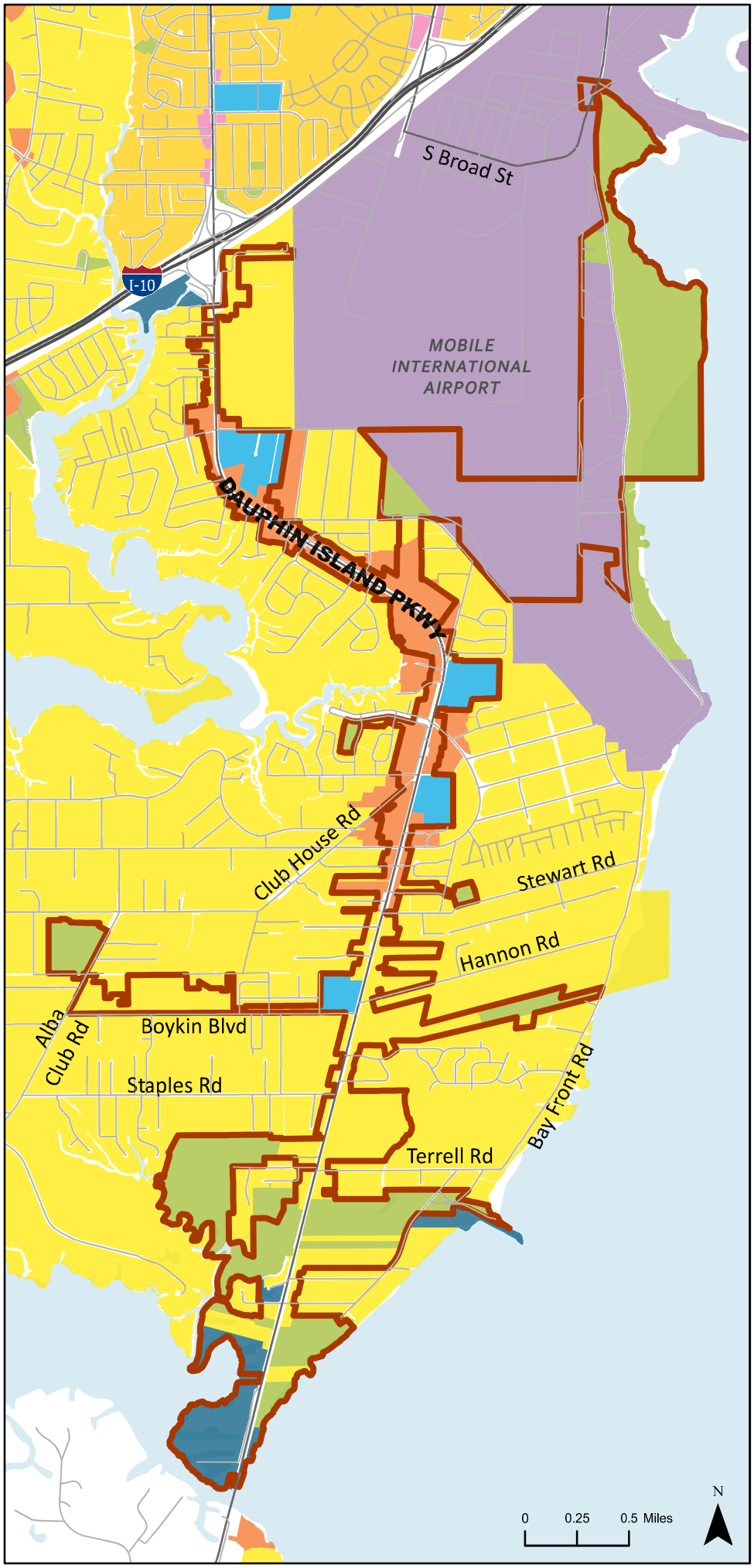


Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

EXHIBIT C

City of Mobile
Tax Increment
Financing District 2

Map for Mobile 2017
Future Land Use



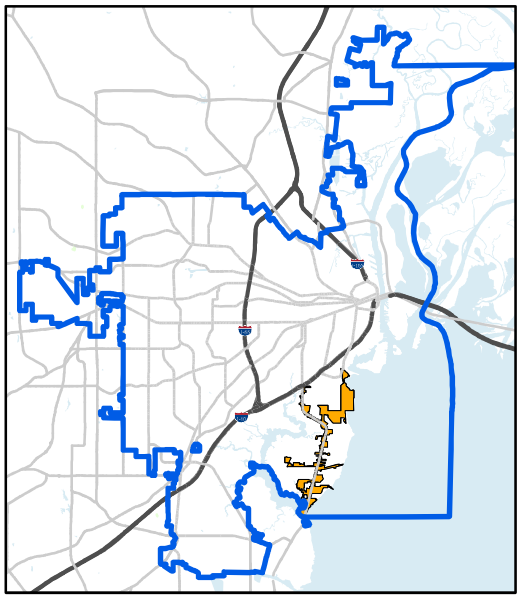
TIF District 2

Future Land Use

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

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

EXHIBIT D

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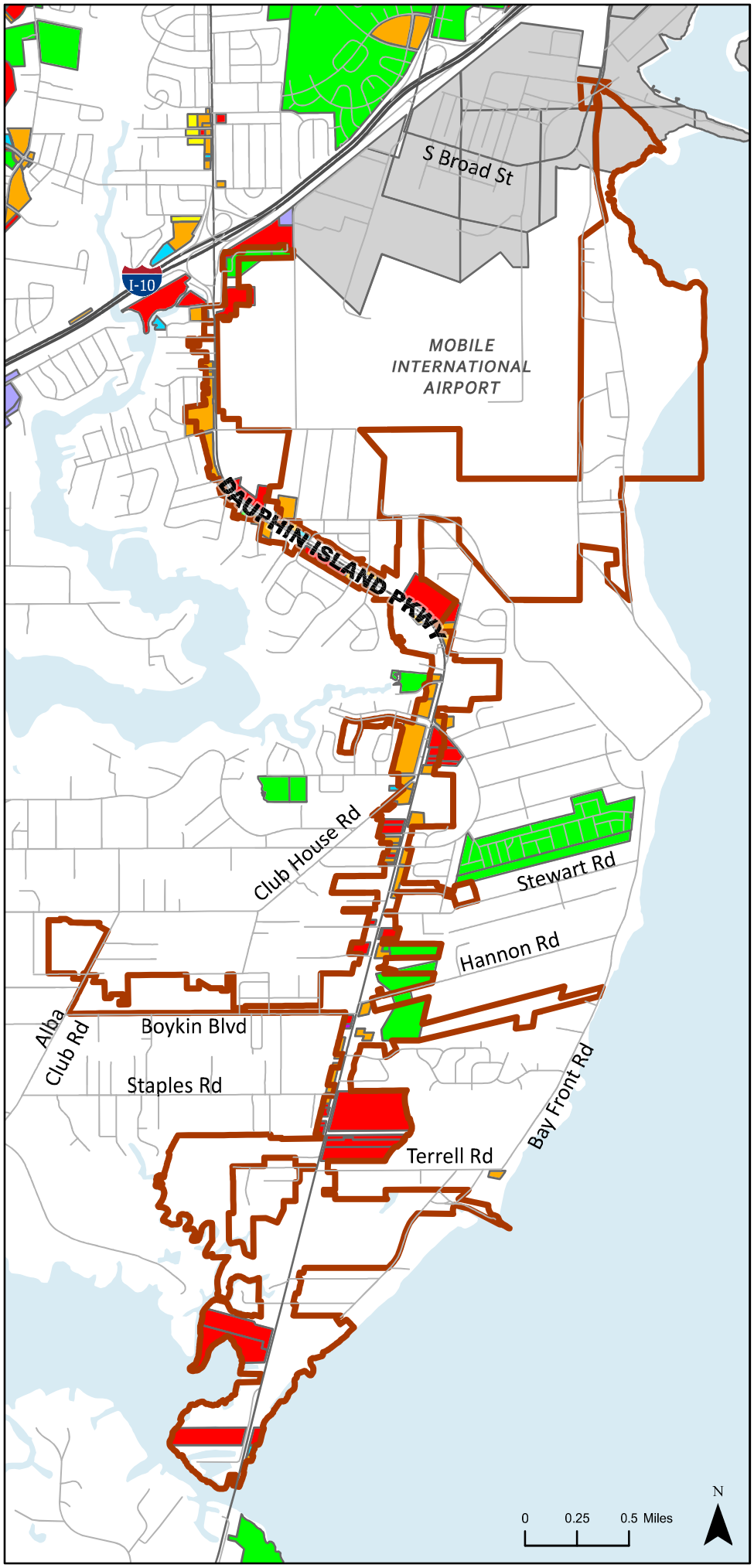
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EXHIBIT E

City of Mobile
Tax Increment
Financing District 2

Existing Zoning
12/28/2022



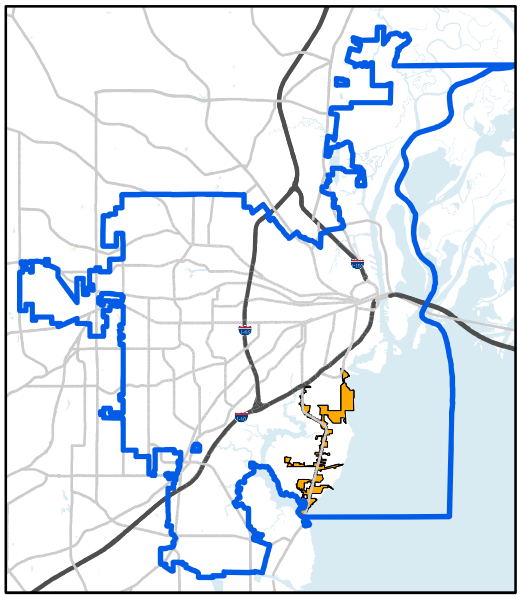
TIF District 2

Zoning District

- R-1: Single-family Residential
- R-2: Two-family Residential
- R-3: Multiple-family Residential
- R-A: Residential-Agricultural
- R-B: Residential-Business
- H-B: Historic-Business
- T-B: Transitional-Business
- B-1: Buffer Business
- LB-2: Limited Neighborhood Business
- B-2: Neighborhood Business
- B-3: Community Business
- B-4: General Business
- B-5: Office-Distribution
- I-1: Light Industry
- I-2: Heavy Industry
- Municipal
- Open
- SD: Special District
- SD-WH: Special District
- T3: Low-Density Residential
- T4: Mixed-Use of Low Intensity
- T5.1: Mixed-Use of Medium Intensity
- T5.2: Mixed-Use of Medium Intensity
- T6: Mixed-Use of High Intensity

Total Acres: 1,560 +/-
Total Parcel Count: 456

Location within Mobile City Limits



Prepared By:
City of Mobile GIS
Date:
December 27, 2022
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 4:10 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Ten65, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 28, 2023, 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

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Ten65 Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle 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, Quentin D. Agee individually or on behalf of Ten65 Transportation, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Quentin D. Agee

Business Addres

Telephone: 251 895 0602 Trade Name Ten65 Transportation, LLC

Business Information

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

Birthdate: SSN:

Residence Address:

1900 Rachael Court	mobile	AL	36695
Address	City	State	Zip code

Telephone Number: 251 895 0602 Driver's License #:

Residing in Mobile County: Years: 35 Months:

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

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

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

Business Address: _____
(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Quentin Agee	Tenos Transportation, LLC	1900 Rachael Ct - Mobile, AL 36695	100%

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

Name	Date	Amount	Location	Disposition

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

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Any + All

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: GMC	Year: 2020	Model: Sierra
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:

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.

Quentin D. Agee
Applicant's Signature

NAME OF ENTITY:

Tamecca S. Bell

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th **DAY OF** January, **20** 23

Tamecca S. Bell
Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Quentin Dionysos Agee

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8"

Weight: 180

Hair Color: B

Eye Color: B

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.

Quentin D. Agee
Signature

01/27/2023
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: Quentin Dionysos Agee

Date of Birth: _____ Security #: _____

Present Address 5

Home Phone Number: 251 895 0602 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: State of Alabama - 739 N. University Blvd - Mobile, AL 36608

Present Position/Title: Disability Specialist

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Quentin D. Agee
Signature

01/27/2023
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	AGEE, QUENTIN DIONYSOS		
Address:		**Nick Name:**	
Phone:	251-895-0602		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	35
Weight:	165	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** [illegible]	**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: 1/27/23

AGENDA ITEM SUMMARY SHEET

Agenda of:2/14/2023

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	2/8/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2023 - 4:12 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 1101 and 1107 Old Shell Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted February 14, 2023, a public hearing will be held on the 8th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1101 and 1107 Old Shell Road (southwest corner of Old Shell Road and North Hallett Street, extending to the northwest corner of North Hallett Street and New Saint Francis Street) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES, 30 MINUTES WEST ALONG THE SOUTH LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 270 FEET TO A POINT; THENCE NORTH 0 DEGREES, 47 MINUTES WEST, A DISTANCE OF 676.95 FEEL TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KOOIMAN ROAD EXTENSION (AN 80 FOOT RIGHT OF WAY); THENCE SOUTH 83 DEGREES, 30 MINUTES EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 270.8 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES, 47 MINUTES EAST ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 644.5 FEET TO POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-5, Office-Distribution District, to I-1, Light Industry 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 I-1, Light Industry 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 I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication. AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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 INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

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

compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE 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 8th day of March, 2023, 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 22nd day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 6, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 19, 2023 considered the request of **Bethel Engineering (Vincent LaCoste, Agent)** for a change in zoning from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District** for the property located at **1101 and 1107 Old Shell Road** (Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis 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; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

AN ORDINANCE **2023**

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 INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7 +/- ACRES.

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

process; 2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and 3) full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Bethel Engineering (Vincent LaCoste, Agent)
1101 and 1107 Old Shell Road
Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 23, 2023

Vince LaCoste
Bethel Engineering
3233 Executive Park Circle
Mobile, Alabama 36606

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, and to B-2, Neighborhood Business District.

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

At its meeting on January 19, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

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

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process;**
2) **paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and**
3) **full compliance with all municipal codes and ordinances.**

ZON-002340-2022 BETHEL ENGINEERING
January 23, 2023

The advertising fee for this application based on the current legal description is $330.05. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
January 5, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1101 and 1107 Old Shell Road**
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).
Council District 2
ZON-002340-2022 (Rezoning)
Bethel Engineering (Vincent LaCoste, Agent)
Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 19, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 18, 2023,** to allow adequate time for the Commission members to review the information.

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

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

(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.

Bethel Engineering — Name

civil@bethel-eng.com — Email

3233 Executive Park Circle Mobile Al 36606 — Full Address (Street, City, State, Zip)

251-661-4747 — 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.

Just Plain Arthur LLC — Name

Name (other owners, optional)

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

1101 Old Shell Road Mobile Al 36608 — Property Address

R022906400009125.000 — Parcel Number

7600 — Property Area (acres or square feet)

R-1 — Present Zoning

B-2 — 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).

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) Applied for on CSS per Payton Rogers
- ■ Parcel number of site in question
- ■ Detailed description of proposal
- ☐ Plan consistency analysis Applied on CSS per Payton Rogers
- ■ 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.

Plan Submission
Contact Information

Name of Project Bagby Elevator Subdivision

Address 1101 Old Shell Road Mobile Al 36608

Owner Just Plain Arthur LLC

Address P O Box 320919 Birmingham AL 35232

Phone 251-721-1128 Fax E-Mail todd.sharpe@bagbyelevator.com

Authorized Agent Bethel Engineering

Address 3233 Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Contractor Bienville CS

Address

Phone 251-721-1128 Fax E-Mail Josh@bienvillecs.com

Civil Engineer Vincent D. LaCoste

Address 32133Executive Park Circle, Mobile AL 36606

Phone (251) 661-4747 Fax E-Mail civil@bethel-eng.com

Architect

Address

Phone Fax E-Mail

Submitted By:

Signature

Vincent D. LaCoste
Print

12/19/2022
Date

Project Manager
Affiliation to project/Organization

Effective Date: April 1, 2012

bethel ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Narrative

RE: 1101 Old Shell Road – Bagby Elevator Subdivision

To whom it may concern,

Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.

Thank You,

Vincent D. LaCoste II

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
bethelengineering.net

bethel ENGINEERING

December 19, 2022

Planning & Zoning Department
City of Mobile
P.O. Box 1827
Mobile, AL 36699

Authorization Letter

RE: 1101 Old Shell Road Mobile Al 36608

To whom it may concern,

I, __Hunter M. Bagby as Manager of Just Plain Arthur, LLC_____, the owner of the above referenced property is authorizing **Vincent LaCoste,** the owner of Bethel Engineering and professional Engineer registered in the State of Alabama, Registration Number **2412** permission to be the authorized applicant and submit the Re-Zoning application on my behalf.

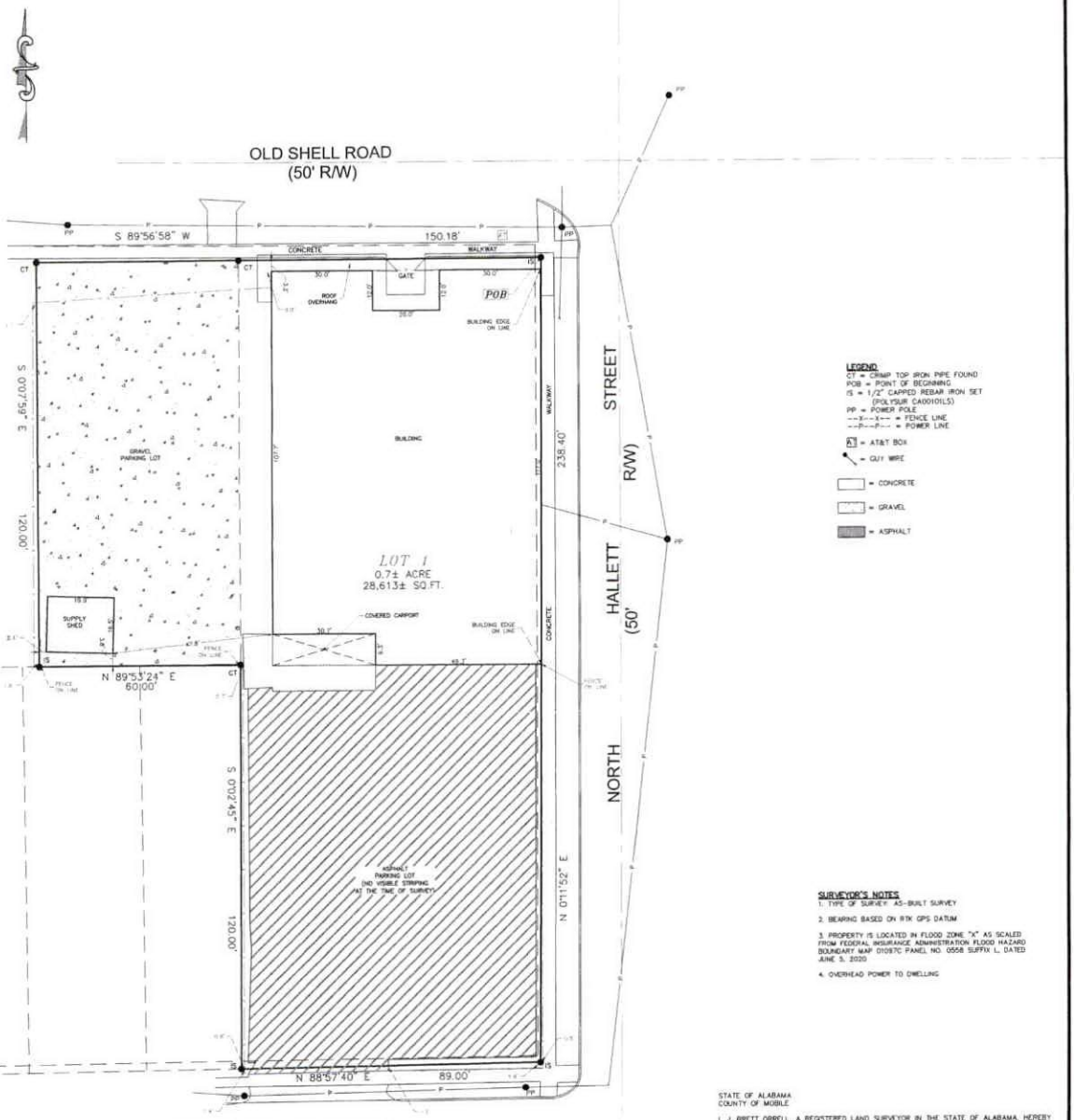
If you should have any questions or require any additional information, please advise.

Sincerely,

12-19-2022

Just Plain Arthur, LLC - owner

3233 EXECUTIVE PARK CIRCLE | MOBILE, AL 36606 | 251-661-4747
Bethel-eng.com



LEGEND
CT = CRIMP TOP IRON PIPE FOUND
POB = POINT OF BEGINNING
IS = 1/2" CAPPED REBAR IRON SET (POLYSUR CA00101LS)
PP = POWER POLE
--X--X-- = FENCE LINE
--P--P-- = POWER LINE
AT = AT&T BOX
= GUY WIRE
= CONCRETE
= GRAVEL
= ASPHALT

SURVEYOR'S NOTES
1. TYPE OF SURVEY: AS-BUILT SURVEY
2. BEARING BASED ON RTK GPS DATUM
3. PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01087C PANEL NO. 0558 SUFFIX L, DATED JUNE 5, 2020
4. OVERHEAD POWER TO DWELLING

STATE OF ALABAMA
COUNTY OF MOBILE

I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF;

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD AND THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN SOUTH 89°56'58" WEST ALONG THE SOUTH RIGHT-OF-WAY OF OLD SHELL ROAD, A DISTANCE OF 150.18 FEET TO A POINT; THENCE RUN SOUTH 0°07'59" EAST 120.00 FEET TO A POINT; THENCE RUN NORTH 89°53'24" EAST 60.00 FEET TO A POINT; THENCE RUN SOUTH 0°02'45" EAST 120.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NEW ST. FRANCIS STREET; THENCE RUN NORTH 88°57'40" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 89.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH HALLETT STREET; THENCE RUN NORTH 0°11'52" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.7± ACRES.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

ACCORDING TO MY SURVEY THIS THE 19TH DAY OF DECEMBER, 2022.

J. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31836-S

J. Brett Orrell
Digitally signed by J. Brett Orrell
Date: 2022.12.19 13:24:04 -06'00'

ALABAMA REGISTERED NO. 31836-S PROFESSIONAL LAND SURVEYOR J. BRETT ORRELL

POLY SURVEYING

CORPORATE OFFICE
MOBILE COUNTY
5568 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2010

FIELD DIVISIONS
BALDWIN COUNTY
P: (251) 626-0606

FLORIDA
P: (850) 780-0345

MISSISSIPPI
P: (228) 215-8726

E-Mail: MAIL@Polysurveying.Com Internet: www.Polysurveying.Com

BAGBY ELEVATORS SUBDIVISION
OLD SHELL ROAD

AS-BUILT SURVEY

DRAWN BY: JCS	SURVEY DATE: 12-19-2022	SCALE: 1"=20'	18"x24" PRINT
CHECKED BY: JBO	FIELD DATE: 12-14-2022	FILE NAME: 2212-0025 [S-(24)]	

SHEET NO. 1 OF 1

ZON-002840-2022

R022906400009126.000
LOGAN WANDA C
29929 SAINT HELEN ST
DAPHNE AL 36526

R022906400009127.000
LOGAN WANDA
C
1106 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009129.000
MYERS SAMUEL
ALLAN
PO BOX 40711
MOBILE AL 36640

R022906400009130.01
THOMAS GROUP LLC
401K
1152 NEW FRANCIS STREET
MOBILE AL 36604

R022906400009160.000
CALDWELL
EUGENE
758 S BROAD ST
MOBILE AL 36603

R022906400009161.000
K & J ENTERPRISES #1
LLC
6366 MUIR WOODS DR S
MOBILE AL 36693

R022906400009163.000
MOORE CHRISSI
D
113 GARNETT AVE
MOBILE AL 36604

R022906400009164.000
JOINER COREY
S
5230 DOGWOOD DR
EIGHT MILE AL 36613

R022906400009165.000
JUST PLAIN ARTHUR
LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009050.000
OSMON RANDALL R & JAN OSMON
1820 CLEARMONT ST
MOBILE AL 36606

R022906400009052.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009053.000
CAMP WESLEY VAN & CHRISTOPHER DEW
1058 OLD SHELL RD
MOBILE AL 36604

R022906400009085.000
STIMPSON PROPERTIES
LLC
7 N BROAD ST STE C
MOBILE AL 36602

R022906400009088.000
LINDE & HENRY PROPERTIES LLC
PO BOX 66124
MOBILE AL 36660

R022906400009090.000
WILLIAMS LESLIE C & BETSY F WILLIAMS
TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009092.000
GATA LLC
2457 N. MOUNT ISLAND DRIVE
MOBILE AL 36606

R022906400009097.000
IVY JAMES E
JR
7020 COLONNADES DR N
MOBILE AL 36695

R022906400009125.000
JUST PLAIN ARTHUR, LLC
P O BOX 320919
BIRMINGHAM AL 35232

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009167.001
MAKI MARK & CHRISTY L
FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009169.000
HUNTER PROPERTIES LLC, A C/O R J
PERLOFF
75 SAINT MICHAEL ST
MOBILE AL 36602

R022906400009188.000
BLACK KIMBERLY
MARIE
5 N PINE ST
MOBILE AL 36604

R022906400009190.000
MONDAY NIGHTERS SPORTS CLUB INC
THE C/O MYRON COLLINS
SR
1052 DAUPHIN ST
MOBILE AL 36603

R022906400009191.000
L J ALLEN INC, A
CORPORATION
5700 REGENCY CT N
MOBILE AL 36609

R022906400009194.000
SMITH JUANITA & GWENDOLYN T
DALE
1053 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009197.000
W & L PROPERTIES
LLC
2860 SPRING HILL AVE
MOBILE AL 36607

R022906400009199.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

R022906400009200.000
QUINNELLY JEFFREY
E
PO BOX 81449
MOBILE AL 36689

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009200.01
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009200.02
BAYTOWN PROPERTY SOLUTIONS LLC
4 CRENSHAW ST
MOBILE AL 36606

R022906400009202.000
NOBLES RENTALS LLC C/O J THERESA NOBLES
6902 PROVIDENCE ESTATE DR S
MOBILE AL 36695

R022906400009056.000
PHILLIPS ARTHUR CHARLES
1653 PRINCESS HELEN RD W
MOBILE AL 36618

R022906400009051.000
MATTHEWS YVONNE REED
PO BOX 40042
MOBILE AL 36640

R022906400009054.000
SALTER EDWARD V & SUSAN J SALTER
106 HALLETT ST N
MOBILE AL 36604

R022906400009055.000
TATER JENNIFER GILES
3500 DUNCAN BRIDGE DR
BUFORD GA 30519

R022906400009086.000
CHAVEZ JOSE A
10602A HAMILTON FARM RD
GRAND BAY AL 36541

R022906400009087.000
BOWEN CHRIS & JOHN STIMPSON C/O STIMPSON PROPERTIES LLC
7 N BROAD ST STE D
MOBILE AL 36602
Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009089.000
WILLIAMS LESLIE & BETSY WILLIAMS TRUSTEES
5060 RIVER LAKE DR
FAIRBURN GA 30213

R022906400009091.000
WILLIAMS CYNTHIA R
540 FAWN CLEN CT
ROSWELL GA 30075

R022906400009093.000
ZEGERS ZOE JOSEPHINE
101 HALLETT STR N
MOBILE AL 36604

R022906400009094.000
PEARIGEN CAROLYN
1104 OLD SHELL RD
MOBILE AL 36604

R022906400009095.000
GEE CATHERINE M
1108 OLD SHELL RD
MOBILE AL 36604

R022906400009096.000
DEHART MATTHEW W
1112 OLD SHELL RD
MOBILE AL 36604

R022906400009098.000
PEACOCK GEOFFREY W & LISA N PEACOCK
1116 OLD SHELL RD
MOBILE AL 36604

R022906400009128.000
BALTATESCU IONUT S
1108 NEW SAINT FRANCIS STR
MOBILE AL 36604

R022906400009130.000
DALLOSTA DEBORAH K
1150 NEW ST FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009131.000
THORNTON MARK JAY & LOREE BETH THORNTON
1154 NEW ST FRANCIS ST
MOBILE AL 36604

R022906400009162.000
RAFAEL JOSEPH H & EMILY MCCROCKLIN
1113 OLD SHELL RD
MOBILE AL 36604

R022906400009166.000
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009166.001
MOTION AND GRAPHIC IMAGE CORPORATION L L C
25 MCPHILLIPS AVE
MOBILE AL 36604

R022906400009167.000
MAKI MARK & CHRISTY L FLINT
1112 DAUPHIN ST
MOBILE AL 36604

R022906400009187.000
WHITE SHALONDA R & JUANITA OWENS
7 NORTH PINE
MOBILE AL 36604

R022906400009191.001
TAYLOR PATRICIA R
1057 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009191.002
ATCHISON PROPERTIES INC
921 DAUPHIN ST
MOBILE AL 36604

R022906400009192.000
NEESE PURCHASE LLC
7 N BROAD ST UNIT D
MOBILE AL 36602

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL, 36606

R022906400009193.000
MCELROY JAMES THEODORE & PEYTON
CRAIG
MCELROY
1055 NEW ST FRANCIS ST
MOBILE AL 36604
R022906400009195.000
DAVIS MARIE M
1051 OLD SHELL RD
MOBILE AL 36604

R022906400009195.01
POGGI FRANCIS ANTHONY JR
106 HOUSTON ST
MOBILE AL 36606

R022906400009196.000
MYERS LEROY DUANE & LEO M REED
1052 NEW SAINT FRANCIS ST
MOBILE AL 36604

R022906400009198.000
GRAY DAVID M & MELODY BAKER GRAY
1056 NEW SAINT FRANCIS ST
MOBILE AL 36604

Bethel Engineering
Vince LaCoste
3233 Executive Park Circle
Mobile, AL 36606

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: January 19, 2023

APPLICANT NAME Bethel Engineering (Vincent LaCoste, Agent)

SUBDIVISION NAME Bagby Elevators Subdivision

LOCATION 1101 and 1107 Old Shell Road
(Southwest corner of Old Shell Road and North Hallett Street, extending to the Northwest corner of North Hallett Street and New Saint Francis Street).

CITY COUNCIL DISTRICT Council District 2

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 0.7± Acre

CONTEMPLATED USE Subdivision Approval to create one legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner.
C. Provide information on the surrounding properties (i.e. owner name)

D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf.

E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the

County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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

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

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

TIME SCHEDULE FOR DEVELOPMENT Immediately.

REMARKS The applicant is requesting Subdivision Approval to create one legal lot of record from two existing metes-and-bounds parcels, and Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Traditional Corridor (TC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

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

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

The applicant proposes to create one legal lot of record from two existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Old Shell Road, North Hallett Street and New St. Francis Street, all of which are minor streets with curb and gutter and compliant 50-foot rights-of-way; therefore, no frontage dedication would be required. The right-of-way width of all streets should be retained on the Final Plat, if approved. As stated in Section V.D.6. of the Subdivision Regulations, a 25-foot radius curve should be dedicated at the intersection of North Hallett Street and New St. Francis Street; however, as the existing building on the site appears to be built-out to the North Hallett Street and Old Shell Road rights-of-way, corner radius dedication at the intersection of those two streets would be impracticable. The plat should be revised to label the lot with its size in both square feet and acres, after any required dedication, or a table should be furnished on the Final Plat providing the same information.

No minimum building setback lines are indicated on the preliminary plat. While the Zoning Ordinance and Subdivision Regulations currently in effect would require the provision of a 25-foot minimum building setback line along the street frontages, the proposed Subdivision Regulations will require a setback that is compliant with the underlying zoning. Therefore, it is recommended that Section V. D. 6 of the current Subdivision Regulations be waived and a note

should be placed on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements.

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

As the site is currently split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

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

The site is bounded to the North (across Old Shell Road), by R-1 properties. The entire site abuts R-1 properties to the West, and a portion of the site abuts R-1 properties to the South. To the South (across New St. Francis Street) and East (across North Hallett Street) are B-2 properties.

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

> *Please find attached our application for re-zoning of the above referenced address. The site is currently zoned B-2 and R-1. We are requesting the R-1 portion of the site to be changed to B-2 to comply with the use and zoning of the remainder of the property.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable.

The site plan submitted depicts the existing structure and parking areas. The parking area on the South side of the site is depicted as being paved with compliant asphalt paving. However, the parking area on the West side of the site is depicted as being paved in noncompliant gravel. Therefore, the Rezoning should be subject to the paving of the West parking area in asphalt, concrete, or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment.

RECOMMENDATION

Subdivision: Based upon the preceding, with a waiver of Section V.D.6. of the Subdivision Regulations, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way widths of all streets on the Final Plat;
2) dedication of a 25-foot radius curve at the intersection of North Hallett Street and New St. Francis Street;
3) revision of the plat to label the lot with its size in both square feet and acres, after any required dedication, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that the minimum front yard setback shall comply with the underlying zoning. requirements;
5) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide reference, on the map and the description, to a monumented corner. An iron set at the street ROW intersection is not an acceptable corner. C. Provide information on the surrounding properties (i.e. owner name). D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 29 - #76) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT 1 – 22,000 sf. E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);*
8) compliance with Fire comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.);* and
9) completion of the Rezoning process prior to signing the Final Plat.

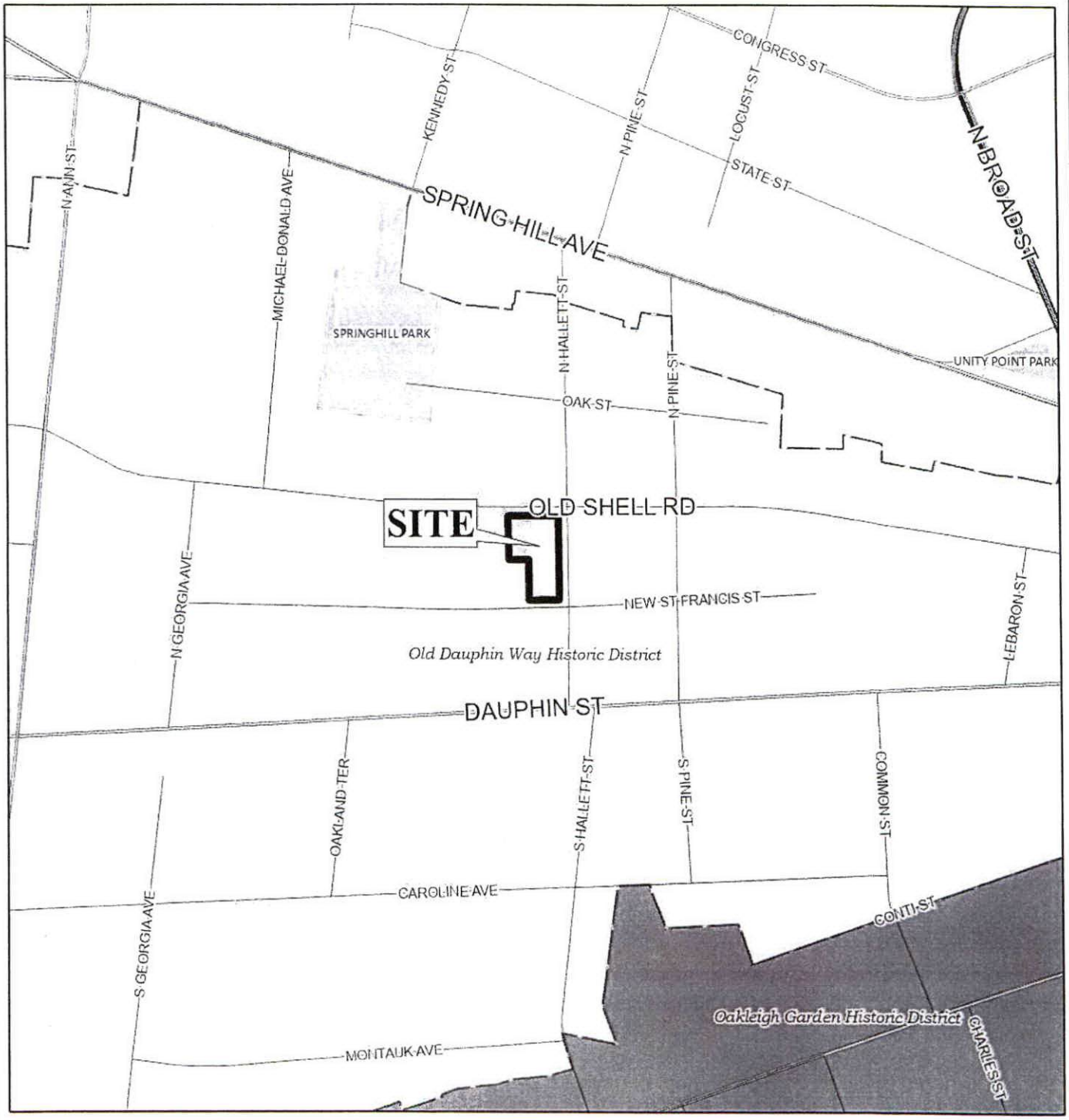
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process;
2) paving of the West parking area in asphalt, concrete or an approved alternative paving surface, or the obtaining of a Parking Surface Variance from the Board of Zoning Adjustment; and
3) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

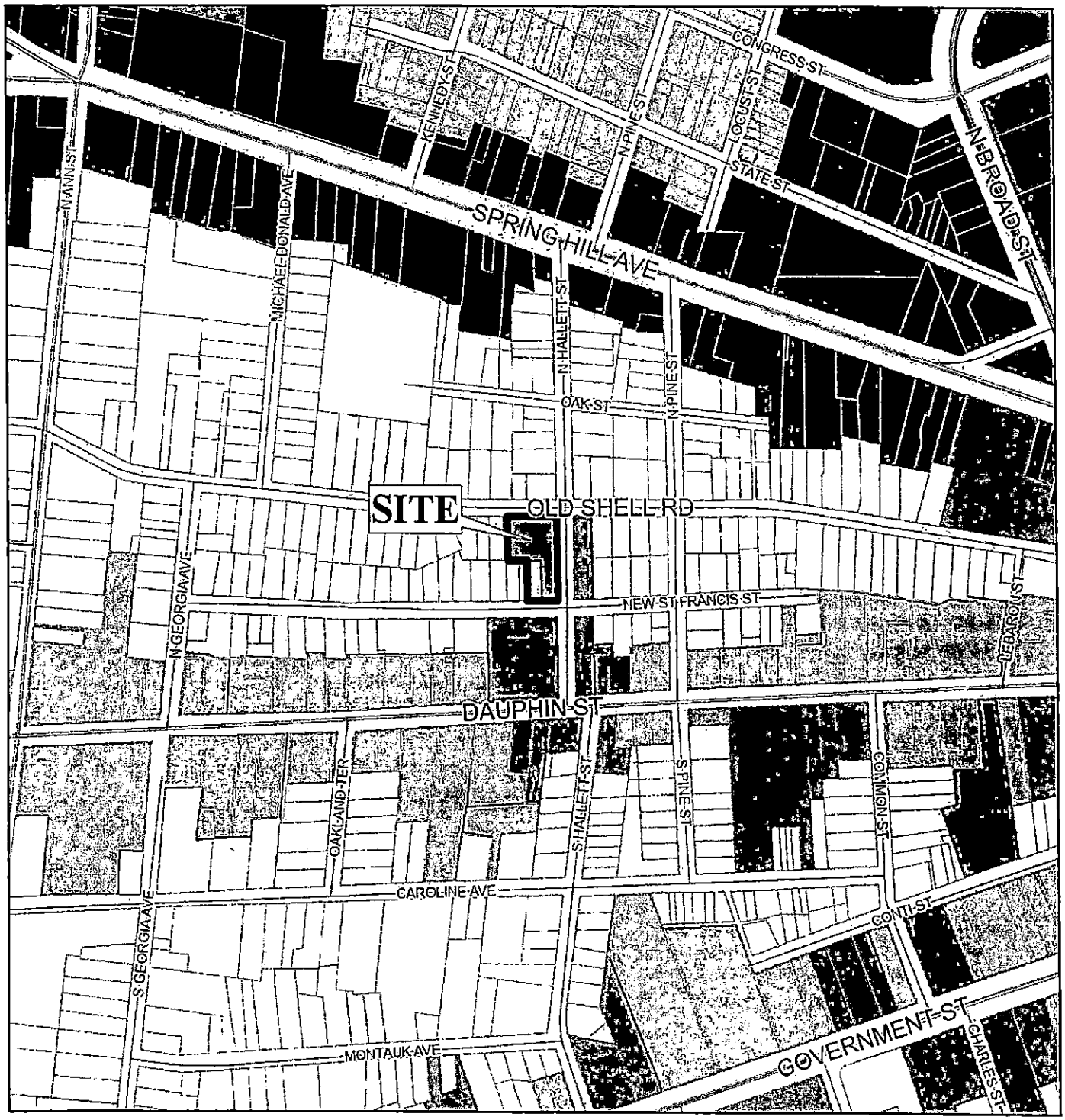
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

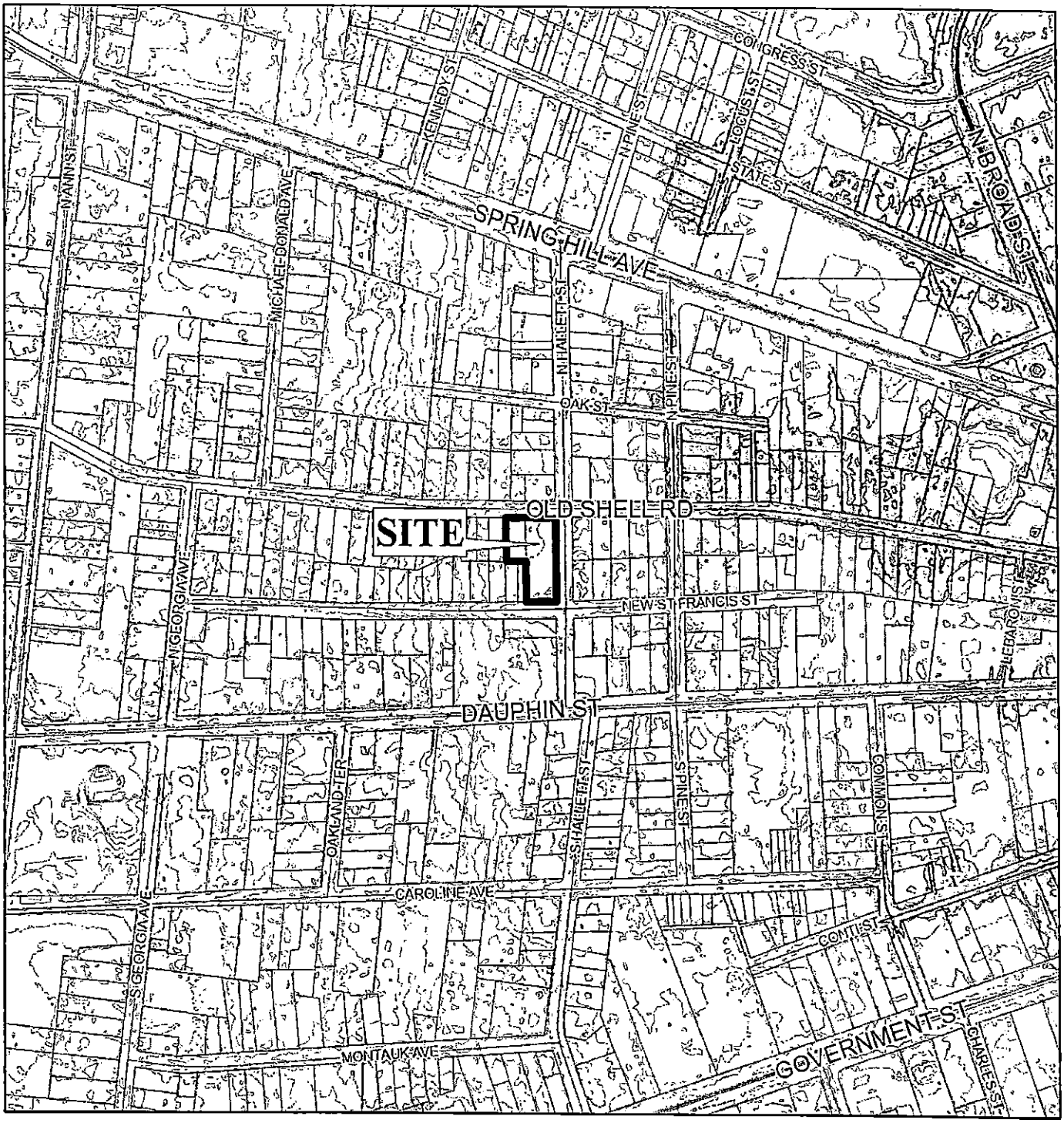
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie south of the site.

APPLICATION NUMBER 4 DATE January 19, 2023

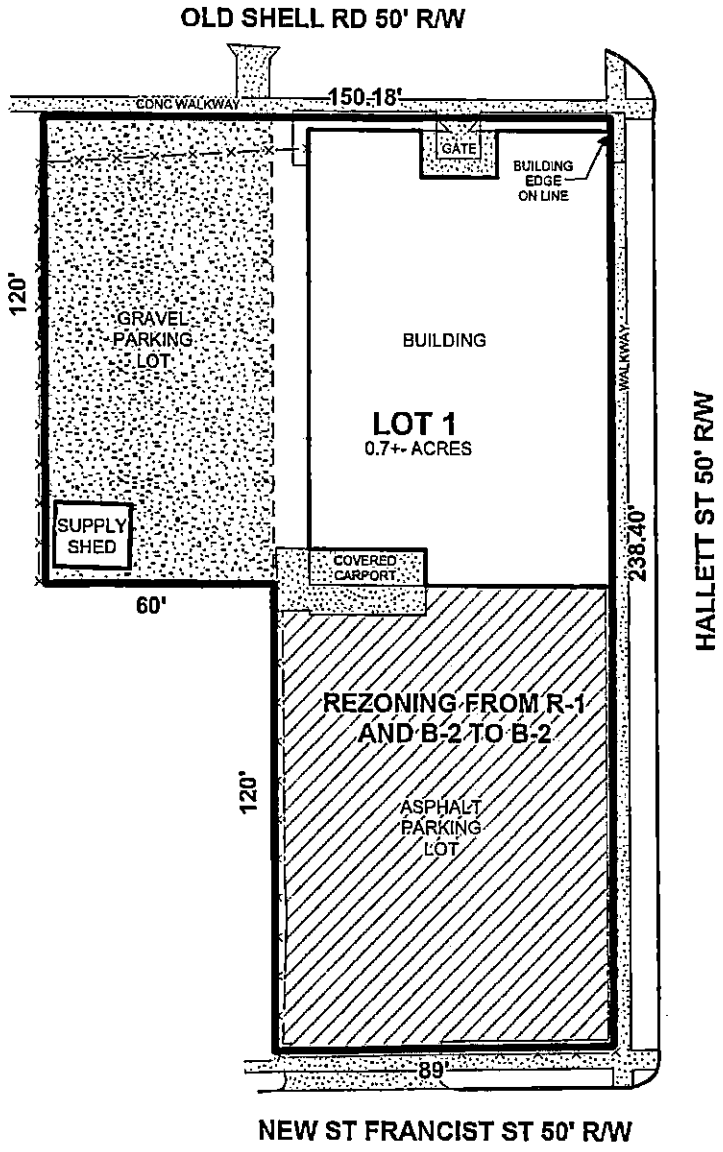
APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS

SITE PLAN



The site plan illustrates the existing building, shed, parking lots, and fencing.

APPLICATION NUMBER 4 DATE January 19, 2023

APPLICANT Bagby Elevators Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-2

N

NTS