



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 1, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Lagear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

September 24, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Brieyanna Cotten for a waiver of the Noise Ordinance at 3370 Sheringham

Drive on October 19, 2024, from 3:00 p.m. - 9:00 p.m. (District 5).

Request of Susan and Chris Smith for a waiver of the Noise Ordinance at 22 Hillwood Road on October 12, 2024, from 3:30 p.m. - 7:30 p.m. (District 5).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jason Kudulis - Thank the City for working with the Leadership Mobile Government Team to produce "Now You Know" public service announcements.

Bill Boswell - Discuss the application before the Architectural Review Board concerning the construction of a gas station at 900 Government Street.

Roy Isbell - Comments about proposed gas station at 900 Government Street.

Reggie Hill - Civic Center, public/affordable housing, public safety, and contracts.

Apostle Valenia Green - Address citizens concerns about broken sidewalks and request for handicap ramps at the corner between Augusta and Hamilton Streets.

11. CONSENT RESOLUTIONS HELD OVER

40-689 Declare the structure at 2106 Gimon Circle North a public nuisance and order it demolished (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

40-690 Declare the structure at 1604 Robert E. Lee Street a public nuisance and order it demolished (sponsored by Councilmember Small) (submitted by Gary Jackson, Municipal Enforcement).

12. RESOLUTIONS HELD OVER

01-919 Authorize agreement with Harris Contracting Services, Inc. for electrical service upgrade & generator installation at the Public Works Complex; \$178,400.00; (sponsored by Mayor Stimpson and Councilmember Small) (submitted by Cassie Boatwright, REAM).

01-920 Authorize agreement with the State of Alabama for participation in the FY 2022 State and Local Cybersecurity Grant Program (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

01-932 Authorize Project Development Agreement with Mobile County, Industrial

Park Board of Mobile County, and Scannell Properties; NTE \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-921 Approve purchase order to Sansom Equipment Co., Inc. for automated side-load garbage truck for Public Services; \$403,759.71 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-922 Approve purchase order to Halls Motorsports for utility vehicle for Animal Services; \$22,999.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-923 Approve purchase order to Cain's Tree & Landscape, Inc. to remove tree hazards on Old Shell Road; \$41,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-924 Approve purchase order to Cain's Tree & Landscape, Inc. to prune and remove trees on Cottage Hill Road; \$132,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-925 Approve purchase order to Chris Francis Tree Care to prune and remove trees on Springhill Avenue; \$351,540.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-926 Approve purchase order to Priority Dispatch Corp. for annual renewal of emergency dispatch quality assurance software for MFRD; \$35,560.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-927 Authorize FY2025 Rebuild Alabama Allocation; \$1,300,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene and Nick Amberger, Programs and Project Mgmt.).

31-928 Authorize the Mayor to apply, accept, and receive grant funds from the Alabama Department of Transportation for the Highway Safety Improvement Program; \$3,000,000.00 (A 10% local match is required) (sponsored by Mayor Stimpson) (submitted by Nicholas Amberger, Engineering and Infrastructure)

50-929 Approve TEFRA bond financing for multifamily residential rental development located at 2001 Brill Road (sponsored by Councilmember Small) (submitted by Michael Linder, Council Attorney).

60-930 Request that the Planning Commission consider the rezoning of Lot 6 of Todd Acres, Industrial Park Subdivision (sponsored by Mayor Stimpson) (submitted by

James Barber, Chief of Staff).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-933 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to STA Mart; 3110 Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-934 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Dollar General Store; 3203 Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-935 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to El Rincon Tacos and Margaritas; 1956 S. University Boulevard (sponsored by Councilmember Reynolds).

03-948 Appoint John Velliantis to the Mobile City County Youth Council (sponsored by Councilmember Daves).

14. CIP RESOLUTIONS INTRODUCED

01-936 Authorize agreement with J. Hunt Enterprise General Contractors, LLC for field improvements at Mims Park; \$294,650.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

01-937 Authorize agreement with PL Russell, LLC for structural retaining wall and grading improvements at Langan Park; \$241,405.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-938 Approve purchase order to Dana Safety Supply, Inc. for upfitting Chevrolet Tahoes and Ford Pickup Trucks for MPD; \$150,874.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-939 Approve purchase order to Diesel Services, LLC for fire truck replacement engines; \$104,364.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-940 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 2025 Ford Escape for Build Mobile; \$28,784.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-941 Approve purchase order to Vulcan Contruction Materials, LP for limestone base for Hurtel Street parking; Facility Maintenance; \$55,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-942 Transfer funds from Capital Project Gulf Coast Tech Ctr-Intelligence to Project MCPS-Student Safety Analyst to be used to support a student safety analyst; \$90,000.00 (Sponsored by Mayor Stimpson) (Submitted by Robert Lasky,Public Safety Dept.).

13-943 Authorize change order No.1 with John G. Walton Construction Company, Inc. for 2018 PAYGO N. McGregor Ave. Reconstruction; \$80,122.84 increase (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-944 Authorize contract with McCrory & Williams, Inc. for Shipyard Road boat launch; \$195,090.00; (sponsored by Councilman Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-945 Correct resolution 21-748-2024 to reflect the cost share is between the City and the Federal Highway Administration (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

31-946 Authorize the Mayor to apply, accept, and receive a grant from the South Alabama Regional Planning Commission for the FY2025 Transportation Alternative Grant Program (\$100,000.00 local match) (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs and Project Mgmt.).

16. CALL FOR PUBLIC HEARINGS

41-947 Call for public hearing to consider the application of Care Ride Transport, LLC to operate a sedan service (scheduled for October 15, 2024).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-656-8957

Organization (if applicable) N/A

Mailing Address of Applicant 3370 Sherringham Drive Mobile, AL 36609

Telephone No. 251-656-8957 E-mail address brieyanna.cotten@gmail.com

Location or address of event where amplification will be used:

3370 Sherringham Drive Mobile, AL 36609

Date of Event: 10/19/2024 Starting Time: 3PM Ending Time 9PM

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

Type of Event: Birthday Celebration

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited

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

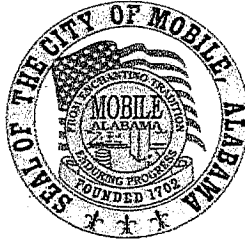
P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

MOBILE, AL

WE, SEP 25, AM 8:59 RCVD



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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(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

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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: Susan and Chris Smith

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-510-2705 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 22 Hillwood Road Mobile, AL 36608

Telephone No. _____ E-mail address susanandsmitt@att.net

Location or address of event where amplification will be used:

22 Hillwood Road Mobile, AL 36608

Date of Event: October 12, 2024 Starting Time: 3:30 PM Ending Time 7:30 PM

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

Type of Event: Wedding Reception

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



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Thu 9/26/2024 8:04 AM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Jason Kudulis

Date To Address Council: 2024-10-01

Address: 118 N Royal St. Suite 601

Email: jkudulis@mobilebaynep.com

Phone: 2514598872

Subject And Specific Questions: Thank the City for working with our Leadership Mobile Government Team to produce "Now You Know" public service announcements.

Pertain To City Business: In partnership with the City of Mobile, we produced fun and engaging public service announcements to answer everyday issues. This project serves as a proof of concept for developing additional PSAs on diverse topics, aiming to make information more accessible to the public and freeing up City employees for other tasks.

Signature: Kalenski Adams, Portia Green, Jason Kudulis, Alicia Richardson, April Havens Stennett

Signature Verify: X

Agree: X

Date Submitted: 2024-09-26 08:03:06

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



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Thu 9/26/2024 8:56 AM.

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Bill Boswell

Date To Address Council: 2024-10-01

Address: 1609 GOVERNMENT STREET

Email: bill@JRICHARDGENTRY.COM

Phone: 9545473972

Subject And Specific Questions: Discuss the application before the Architectural Review Board concerning the construction of a Murphy USA mega gas station at 900 Government Street, the intersection of Government and Broad Street. This location is in the Oakleigh Garden Historic District is considered the "Gateway to the historic districts" and threatens the future stability of these important and crucial neighborhoods.

Pertain To City Business: The City of Mobile is responsible for the inappropriate zoning that allows for a gas station to be built on 900 Government Street and is also responsible for the protection of the historic districts from development that threatens those districts.

Signature: Bill Boswell, Senior Advocate for the Government Street Collaborative

Signature Verify: X

Agree: X

Date Submitted: 2024-09-26 08:56:11

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



CityofMobile.org: Addressing City Council Submission

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

Date Thu 9/26/2024 11:00 AM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Roy Isbell

Date To Address Council: 2024-10-02

Address: 910 Government Street, Mobile, AL 36604

Email: ROY@ISBELL.COM

Phone: 2514323376

Subject And Specific Questions: Murphy USA - Government and Broad

Pertain To City Business: The overall site plan and canopy included in this application is NOT in keeping with the surrounding historic districts

Signature: Roy Isbell

Signature Verify: X

Agree: X

Date Submitted: 2024-09-26 11:00:27

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 10/1 AGENDA
Date: Thursday, September 26, 2024 1:46:21 PM

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

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

- * Mobile Civic Center - legal compliance regarding procedure of proposed demolition;
- * Public Housing/Affordable Housing - displacement of residents, City oversight responsibilities, roll out of 01-902;
- * Public Safety - Cyber Security, Claims, enforcement integrity/training;
- * Contracts - evaluation of payable items that do not come before a Council for approval and disbursement.

Thank you for your attention to this matter. Have a great remainder of the week!

Kindest Regards,

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



RESOLUTION

Sponsored by: 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 **2106 N GIMON CIRCLE** 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. 2, 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 **2106 N GIMON CIRCLE** described as:

BEG AT NE COR LOT 25 BLK 16 FULTON RIDGE ESTS MBK 4 P 110-115 TH RUN N 69 DEG 33 MIN W ALG N/L OF LOT 25 & PROJ THEREOF 280 FT TO PT OF E BK OF ESLAVA CRK TH RUN IN SELY DIR ALG E BK OF ESLAVA CRK DIS OF 41.14 FT TH S 70 DEG 2 MIN 43 SEC E 149.49 FT TH S 18 DEG 58 MIN 4 SEC E 85 FT TH S 82 DEG 56 MIN 47 SEC E 65 FT TO PT SD PT BEING W/S OF GIMON CIR TH RUN NLY ALG W/L OF GIMON CIR 85.62 FT TO POB BEING LOT 1 RIVER ACS E MBK 29/103 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 005.01

Last Assessed to: WILSON JAMES E & BARBARA M

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2106 N GIMON CIRCLE.**
OWNED BY OR MAY HAVE AN INTEREST: **WILSON JAMES E & BARBARA M** 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 11 32 4 003 005.01

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2106 GIMON CIR N

Property Details

PARCEL KEYX	00958958	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

3/4/24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/28/2024

Property Address: 2106 Gimon Circle North **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.















2023/11/28





Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 2106 Gimon Circle North.

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

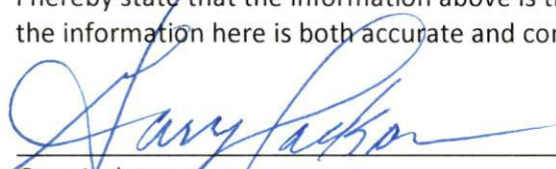
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

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

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



James Ellis Wilson and Barbara Means Wilson
2106 Gimon Circle North
Mobile, AL 36605-2355

June 12, 2024

RE: **2106 Gimon Circle North**
Project Number: ME-025-24

Dear James Ellis Wilson and Barbara Means Wilson:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2106 Gimon Circle North.

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

BEG AT NE COR LOT 25 BLK 16 FULTON RIDGE ESTS MBK 4 P 110-115 TH RUN N 69 DEG 33 MIN W ALG N/L OF LOT 25 & PROJ THEREOF 280 FT TO PT OF E BK OF ESLAVA CRK TH RUN IN SELY DIR ALG E BK OF ESLAVA CRK DIS OF 41.14 FT TH S 70 DEG 2 MIN 43 SEC E 149.49 FT TH S 18 DEG 58 MIN 4 SEC E 85 FT TH S 82 DEG 56 MIN 47 SEC E 65 FT TO PT SD PT BEING W/S OF GIMON CIR TH RUN NLY ALG W/L OF GIMON CIR 85.62 FT TO POB BEING LOT 1 RIVER ACS E MBK 29/103 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 005.01

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, which is 45 days from the date of this NOTICE.

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

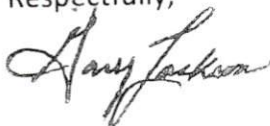
- IV. **NOTICE** is hereby given that on **July 30, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property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

- ☒ Repaired; or,
☒ Demolished

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2106 Gimon Circle N

Date: April 23, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 18, 2024

Per the Title Report, the owner is: James Ellis Wilson and Barbara Means Wilson

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | James Ellis Wilson and
Barbara Means Wilson
2106 Gimon Circle N
Mobile AL 36605-2355 | Owners – Subject/location address – Phone
numbers are 251-518-8724, 251-709-0412, 251-
209-0209 good 2024 – LexisNexis address good
2023 |
| 2 | James Ellis Wilson and
Barbara Means Wilson
1218 Elmira St
Mobile AL 36604-2348 | LexisNexis address good 2/2024 |

RELATIVES OF JAMES ELLIS WILSON AND BARBARA MEANS WILSON – BOTH ARE OVER 70 YEARS OF AGE

- | | | |
|---|---|--|
| 3 | James Wilson
1213 Baylor Dr
Mobile AL 36618-2104 | Son of owners – Phone numbers are same as
above. |
| 4 | Barja Wilson
1000 Old Shell Rd
Mobile AL 36605-4112 | LexisNexis address good 2023 Phone number 251-
513-6072 good 2024 |
| 5 | Derrick Wilson
211 W 3 rd St
Gaffney SC 29341-2064 | Son of owners – LexisNexis address good 3/2024
– Phone numbers 864-838-9060, 864-489-8089
good 2023 and 2024 |

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|--|
| 6 | Board of Water & Sewer
Commissioners of the City of
Mobile
MAWSS Park Forest Plaza
4725 Moffett Road
Mobile, Alabama 36618 | Judgement and order of condemnation – recorded
10/18/2023, instrument number 2023062044 |
|---|---|--|

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James E. Wilson & Barbara M. Wilson, filed 11/28/2023,
recorded 3/21/2024, instrument number 2024016337.

RESOLUTION

Sponsored by: 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 **1604 ROBERT E LEE 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. 2, 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 **1604 ROBERT E LEE STREET** described as:

**LOTS 19 & 20 BLK 2 OLLINGER & STEIN SUB DBK 128 P 101 #SEC
36 T4S R1W #MP29 11 36 0 004**

Parcel Number: 29 11 36 0 004 030

Last Assessed to: SMITH JOHNNY & SHELITA

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 23, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1604 ROBERT E LEE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **SMITH JOHNNY & SHELYTA** 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 11 36 0 004 030

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1604 ROBERT E LEE ST

Property Details

PARCEL KEYX	00969321	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
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	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	77	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2/26/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/28/2024

Property Address: 1604 Robert E. Lee 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.













Affidavit of Mailed Notice



July 23, 2024

State of Alabama
County of Mobile

Subject Property – 1604 ROBERT E LEE Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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.

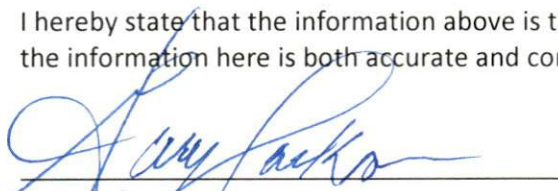
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 Deputy Director

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



Johnny Smith, Shelita Smith
1604 Robert E. Lee Street
Mobile, AL 36605-2034

June 12, 2024

RE: **1604 Robert E. Lee Street**
Project Number: ME-017-24

Dear Johnny Smith, Shelita Smith:

On May 28, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1604 Robert E. Lee Street.

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

LOTS 19 & 20 BLK 2 OLLINGER & STEIN SUB DBK 128 P 101 #SEC
36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 030

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **July 27, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2024**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2024**, 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 **July 27, 2024**, 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 **July 30, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished/remove foundation

- 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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1604 Robert E. Lee Street

Date: April 25, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 25, 2024

Per the Title Report, the owner is: Fee simple is vested in Johnny Smith and Shelita Smith

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Johnny Smith
Shelita Smith
1604 Robert E. Lee St
Mobile AL 36605-2034 | Owners – Location/Subject – LexisNexis address
good 11/2022 – Phone numbers 251-654-7140,
251-447-4592, 251-490-2106, and 251-479-9072
good 2023 and 2024 |
| 2 | Johnny Smith
Shelita Smith
1959 Navco Rd
Mobile AL 36605-2852 | LexisNexis address good 3/2024 – Revenue
Commission mailing address from 2021 - 2024 |
| 3 | Johnny Smith
Shelita Smith
659 Welworth St
Mobile AL 36617-3029 | LexisNexis address good 2/2024 |
| 4 | Johnny Smith
Shelita Smith
2163 General Gorgas Dr
Mobile AL 36617-3034 | LexisNexis address good 2023 |

TAX STATUS: TAX EXEMPT DUE TO AGE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Johnny Smith and Shelita Smith, filed 3/5/2024,
recorded 3/21/2024.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5095

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Public Works Complex - Sanitation Service Upgrade & Generator Installation

CAPITAL PROJECT #: C0649 (20002000-48010)

CONTRACT AMOUNT: \$178,400.00 **DATE OF RECEIPT:** 9/16/2024

ARCHITECTURAL ENGINEERING PROJECT #: PW-069-22

PROJECT DESCRIPTION: The work of this contract consists of furnishing and installing a new 150KW emergency powered natural gas generator mounted and placed on a new concrete pad.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

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

X or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 09/10/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

CJ Small, Councilmember

Purpose and Scope of Project:

The work of this contract consists of furnishing and installing a new 150KW emergency powered natural gas generator mounted and placed on a new concrete pad.

Amount of Contract:

\$178,400.00

Funding Source

C0649 PUBLIC SERV-GENERATOR (20002000- 48010)

ATTACHMENTS:

1. Routingpackv2

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small

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

Name of Company: Harris Contracting Services, Inc.

Project Name: Public Works Complex - Sanitation Service
Upgrade & Generator Installation

Project Number: PW-069-22

Amount: \$178,400.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Public Works Complex - Sanitation Service Upgrade & Generator Installation

CAPITAL PROJECT #: C0649 (20002000-48010)

CONTRACT AMOUNT: \$178,400.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PW-069-22

PROJECT DESCRIPTION: The work of this contract consists of furnishing and installing a new 150KW emergency powered natural gas generator mounted and placed on a new concrete pad.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant I Date: 09/10/2024



09.05.2024

Dear Council Members:

Attached to this memo is an agreement between the HARRIS CONTRACTING SERVICES INC and the City of Mobile, for the project titled “Public Works Complex - Sanitation Service Upgrade & Generator Installation” in the amount of \$ 0.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	



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)

Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile ,Al 36613
City of Mobile Business License Number:51175
Secretary of State Registration Number: 000-338-516

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

Public Works Complex - Sanitation Service Upgrade & Generator Installation
PW-069-22
770 Gayle Street
Mobile, Alabama 36604

The work of this contract consists of furnishing and installing a new 150KW emergency powered natural gas generator mounted and placed on a new concrete pad.

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

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

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ 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.)

☒ Not later than One Hundred Sixty (160) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-Eight Thousand Four Hundred and 00/100 (\$ 178,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$173,400.00

Contingency Allowance: \$5,000.00

Total Bid: \$178,400.00

Alternate: (N/A)

Total Contract Sum: \$178,400.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Five Thousand and 00/100 (\$5,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or *(Table deleted)* undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Public Works Complex - Sanitation Service Upgrade & Generator Installation PW-069-22 770 Gayle Street Mobile, Alabama 36604 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.

(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:

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

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian Harris, President
5413 Lott Rd
Eight Mile ,Al 36613
brian@harriscontractingservices.com
251-377-3132

§ 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.

- .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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's

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performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)
- .2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)
Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
SHEET T-1.1	Electrical Overall Site Map	06/18/2024
SHEET E-1.1	Electrical Legend, Abbreviations & Specifications	06/18/2024
SHEET E-2.1	Electrical Existing Power Plan	06/18/2024
SHEET E-2.2	Electrical New Work Power Plan	06/18/2024
SHEET E-3.1	Electrical Riser Diagrams	06/18/2024
SHEET E-4.1	Electrical Details	06/18/2024
SECT. 26.32.10	Diesel Generator Specifications	06/18/2024
SECT. 26.32.20	Transfer Switch Specifications	06/18/2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of the Work	06/18/2024
Section 01210	Allowances	06/18/2024
Section 01310	Project Management and Coordination	06/18/2024
Section 01320	Construction Progress Documentation	06/18/2024
Section 01330	Submittal Procedures	06/18/2024
Section 01710	Closeout Procedures	06/18/2024
Section 017823	Operations and Maintenance M	06/18/2024
Section 017839	Project Record Documents	06/18/2024

.5 Addenda, if any:

Number	Date
Addendum 1	06/19/2024
Addendum 2	07/11/2024

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

(Paragraph deleted)
.6 Other Exhibits:

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			
§ 9.2.1 Other documents, if any, listed below:			
<i>(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.)</i>			
BIDDING AND CONTRACT REQUIREMENTS			
Section 00100	Invitation to Bid		
Section 00200	Instructions to Bidders-AIA Document A701-2018		
Section 00300	Supplementary Instructions to Bidders		
Section 00400	Bid Form		
	Accounting of Sales Tax Form C-3A		
	Office of Supplier Diversity Subcontracting and Major Supplier Plan		
Section 00500	Standard Form of Agreement Between Owner and Contractor		
	AIA Document A101		
Section 00600	Bonds, Certificates and Affidavits		
	Performance Bond		
	Labor and Material Payment Bond		
	E-Verify Documentation (Sample)		
	Application and Certificate for Payment-AIA Document G702and G703		
	with DBE Utilization Report		
	Certificate of Substantial Completion-AIA Document G704		
	Contractor’s Affidavit of Payment of Debts and Claims-		
	AIA Document G706		
	Contractor’s Affidavit of Release of Liens-AIA Document G706A		
	Consent of Surety to Final Payment-AIA Document G707		
	Request for Taxpayer Identification Number and Certification W9 Tax		
	Form and City of Mobile Vendor Information Form		
Section 00700	General Conditions of the Contract for Construction-		
	AIA Document A201		

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood

Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF MOBILE

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

Sworn to and subscribed for me this 29 day of July, 20 24.

NOTARY PUBLIC

My Commission Expires: 4/7/27



Init.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc. 5413 Lott Rd Eight Mile, Al 36613 hereinafter called the Principal, and Granite Re, Inc.

, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum One Hundred Seventy-Eight Thousand Four Hundred and 00/100 (\$178,400.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Public Works Complex - Sanitation Service Upgrade & Generator Installation PW-069-22, 770 Gayle Street Mobile, Alabama 36604, 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 29 day of July, 2024.

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

By: _____
(Signature)

Name and Title: Brian Harris President

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

Resident Agent: _____
(Signature)

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

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

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Harris Contracting Services, Inc. 5413 Lott Rd Eight Mile, AL 36613, as Principal, and Granite Re, Inc.

as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Hundred Seventy-Eight Thousand Four Hundred and 00/100 (\$178,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Public Works Complex - Sanitation Service Upgrade & Generator Installation PW-069-22, 770 Gayle Street Mobile, Alabama 36604, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 16 day of July, 2024

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name and Title: Brian Harris President

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

Resident Agent: [Signature]
(Signature)

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

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

Labor and Material Payment Bond

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III; GRACE BROWN; BRUCE S. DENSON JR. its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

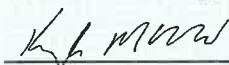
THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III; GRACE BROWN; BRUCE S. DENSON JR. may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



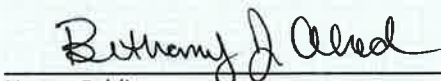

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

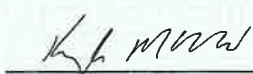
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.




Kyle P. McDonald, Assistant Secretary

Sanitation Service Upgrade & Generator Installation
770 Gayle St.
Mobile, Alabama 36604
PW-069-22

SECTION 00400

BID FORM

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

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

REF: PROJECT NO.: PW-069-22
PROJECT NAME: Sanitation Service Upgrade & Generator Installation
PROJECT LOCATION: 770 Gayle St.
Mobile, Alabama 36604

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department dated November 16, 2022; and all Addendum (a) Number(s) 1, 2 - 6/19 7/11, (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY
NAME: Harris Contracting Services Inc
ADDRESS: 5413 Lott Rd Eight Mile ,Al 36613 **PHONE** 251-377-3132
ALABAMA GENERAL CONTRACTOR LICENSE NO. 251-377-3132
CITY OF MOBILE BUSINESS LICENSE NO. # 51175
SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. _____
SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

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

(Check one) ☒ (A Corporation) ☐ (A Partnership) ☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for one hundred eighty (180) days from the date of the Notice to Proceed.

Sanitation Service Upgrade & Generator Installation
770 Gayle St.
Mobile, Alabama 36604
PW-069-22

Base Bid:

\$ 173,400.00

Contingency Allowance:

+ \$ 5,000.00

Total Base Bid:

\$ 178,400.00

(Fill in here and in Total Bid below)

TOTAL BASE BID: ONE HUNDRED SEVENTY-EIGHT

THOUSAND FOUR HUNDRED
(Amount in Words)

Dollars, (\$ 178,400.00)
(Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

CONTINGENCY ALLOWANCE: \$5,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

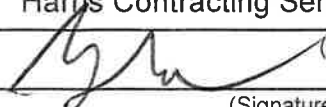
NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, 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.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Sanitation Service Upgrade & Generator Installation
770 Gayle St.
Mobile, Alabama 36604
PW-069-22

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY
NAME: Harris Contracting Services Inc
BY:  (Printed or Typed)
COMPANY OFFICER: Brian Harris (Signature of Company Officer)
TITLE President (Printed or Typed) **DATE** 07/16, 2022.

Sworn to and subscribed before me this 14 day of July 2022.

Notary Public



- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM



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: Arctiquekidd@cityofmobile.org
251.208.7567

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: Archeque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	5413 Lott Rd Eight Mile, AL 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☒
Total # of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris Date: 07/16/24

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archetype.kidd@protonmail.org
251.208.7987

205 Government Street, 5th Floor

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

Harris Contracting Services Inc.		Your Bid/Proposal Amount \$
Please Print Company	Install Generator	178,400.00

Date: 07/16/24

Description	Install Generator
1. The first step is to create a new project in the IDE. This can be done by clicking on the "File" menu and selecting "New" > "Project". 2. In the "New Project" dialog, select "Java" as the language and "Application" as the project type. Click on the "Next" button to proceed. 3. In the "Project Name" field, enter a name for your project. Click on the "Finish" button to create the project. 4. Once the project is created, you can start adding code to it. Right-click on the project in the "Project Explorer" and select "New" > "Class". 5. In the "New Class" dialog, enter a name for the class. Click on the "Finish" button to create the class. 6. Now you can start writing code in the class. Open the class in the "Editor" and start typing. The IDE will provide you with code completion and other helpful features. 7. When you are done, you can run the application by clicking on the "Run" button (a green play icon) in the toolbar. 8. The application will run in a separate window. You can interact with the application and see the results of your code.	1. The first step is to create a new project in the IDE. This can be done by clicking on the "File" menu and selecting "New" > "Project". 2. In the "New Project" dialog, select "Java" as the language and "Application" as the project type. Click on the "Next" button to proceed. 3. In the "Project Name" field, enter a name for your project. Click on the "Finish" button to create the project. 4. Once the project is created, you can start adding code to it. Right-click on the project in the "Project Explorer" and select "New" > "Class". 5. In the "New Class" dialog, enter a name for the class. Click on the "Finish" button to create the class. 6. Now you can start writing code in the class. Open the class in the "Editor" and start typing. The IDE will provide you with code completion and other helpful features. 7. When you are done, you can run the application by clicking on the "Run" button (a green play icon) in the toolbar. 8. The application will run in a separate window. You can interact with the application and see the results of your code.

Name of Bidder/Proposer	Harris Contracting Services Inc

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc Phone: 251-377-3132 Email: brian@harriscontractingservices.com
Contact Person: Brian Harris

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

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

CONTRACT RECORDS:

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

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

Section 2(a)

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

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

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



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



Company ID Number: 896028

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	

Harris Contracting Services, Inc.			
Document Date / Type / Pages	06/24/2015	Certificate of Formation	4 pgs.

Browse Results

New Search



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2024

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

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

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571		CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com FAX (A/C, No): (251) 675-6502	
INSURED Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance INSURER B: Progressive Specialty Insurance Company INSURER C: StarStone National Insurance Company INSURER D: The Sheffield Fund / Evanston Insurance Co INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☒ Contractual Liability	x	x	BAS121232	09-20-2023	09-20-2024	MED EXP (Any one person) \$ 5,000	
	☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	AUTOMOBILE LIABILITY			974152214	10/09/2023	09-20-2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY							
C	☒ UMBRELLA LIAB	☒ OCCUR					EACH OCCURRENCE \$ 5,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE	x	x	79505P231ALI	09-20-2023	09-20-2024	AGGREGATE \$
	DED ☐ RETENTION \$ ☐							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A	x	600-2024-34095-00	01-01-2024	12-31-2024	E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000	
							E L DISEASE - POLICY LIMIT \$ 1,000,000	

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

Project name: Public Works Complex- Sanitation Service Upgrade & Generator Installation Project Number: PW-069-22
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall 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 respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
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

Tracy Granade

<TG>

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize agreement with the State of Alabama for participation in the FY 2022 State and Local Cybersecurity Grant Program (Sponsored by Mayor Stimpson) (Submitted by Scott Kearney, Chief Technology Officer)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - State of Alabama Cybersecurity Plan
2. Alabama FY2022 SLCGP Local Consent Agreement (06-11-2024)

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the State of Alabama for the FY 2022 State and Local Cybersecurity Grant Program as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with the State of Alabama State and Local Cybersecurity Grant Program and to provide any information required by the State of Alabama Cybersecurity Program. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



State of Alabama Cybersecurity Plan



State of Alabama Fiscal Year 2022 State and Local Cybersecurity Grant Program Local Consent Agreement

I, William S. Stimpson (Printed Name), the duly appointed authorized agent on behalf of the City of Mobile (“Local Governmental Entity”), located at 205 Government Street Mobile, Alabama 36644 (address) hereby expressly consent to the State of Alabama’s State Administrative Agency (SAA), namely the State of Alabama Office of Information Technology (OIT), undertaking acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2022, as amended (Pub. L. No. 107-296) (6 U.S.C. §665g):

1. **20%** of Alabama’s FY2022 SLCGP allocation, or **\$769,504.20**, will be retained at the State level as management and administration (M&A) costs or other allowable costs, as well as SLCGP Operations Costs (in alignment and compliance with Federal allowances). The remaining **80%** of funds, or **\$3,078,016.80**, will be used to provide pass-through items, services, capabilities, or activities, or direct grant funds to participating local government entities. All M&A costs will be retained by the SAA.
2. The **80%** allocation will be used as follows:
 - Cybersecurity/Risk Assessments and Service Selection – **\$2,462,413.44**
 - Deploy Foundational Cybersecurity Capability and Resilience Service Options – **\$461,702.52**
 - Offer State-Supported Cybersecurity Training and Workforce Development – **\$153,900.84**

I consent and understand the following:

- Pass-through cybersecurity projects, goods, or services or direct grant funding is provided from the SAA at my request and my decision to accept or decline comes without duress or fear of reprisal.
- Assessment results will be shared with the Alabama SLCGP Planning Committee, FEMA, CISA, or SAA including its agents or representatives.
- This Local Consent Agreement, once executed by my signature, is applicable to FY2022 SLCGP federal funds only. (Future FY funding will require an additional Local Consent Agreement.)

Signed, on _____ (day), _____ (month) _____ (year), in

City of Mobile, Mobile County (town, city, county, etc.), Alabama.

(Signature)

William S. Stimpson
(Printed Name)

Mayor
(Title)



CAPITAL CONTRACT SUMMARY SHEET

Project C0007



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

encourage business, economic development and road improvements

Amount of Contract:

NTE \$2,000,000

Funding Source

economic development

ATTACHMENTS:

1. Resolution for Project Development Agreement
2. FINAL_Project Development Agreement - Mobile AL (FINAL Word 9.19.24 v2)

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Project Development Agreement by and among the City of Mobile, Mobile County, The Industrial Park Board of Mobile County, and Scannell Properties #727, LLC, in an amount not to exceed \$2,000,000, and to perform all acts necessary in connection with the Project Development Agreement, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

PROJECT DEVELOPMENT AGREEMENT

by and among

The City of Mobile,

Mobile County,

The Industrial Park Board of Mobile County,

and

Scannell Properties #727, LLC

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2024 (the “Effective Date”), by and among the CITY OF MOBILE, an Alabama municipal corporation (the “City”), MOBILE COUNTY, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), the INDUSTRIAL PARK BOARD OF MOBILE COUNTY, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq.* (the “IPB”), and SCANNELL PROPERTIES #727, LLC, an Indiana limited liability company (the “Company”). The County, the City, the IPB and the Company are each a “Party” to this Agreement and are collectively referred to as the “Parties.” The County, the City and the IPB are sometimes referred to herein collectively as the “Governmental Parties.”

R E C I T A L S

WHEREAS, the Governmental Parties support and encourage business and economic development in order to grow their tax revenues and increase the quality of life of their citizens; and

WHEREAS, the Company intends to develop a Class I (as defined by the Surface Transportation Board of the United States) rail fed industrial/commercial park and warehousing/distribution center consisting of approximately 558 acres (the “Project”) on land located at and/or near the southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama, said land being depicted on Exhibit A attached hereto (the “Project Site”); and

WHEREAS, the Company will market the Project Site to national, regional, international and other companies (each a “User”) to purchase or lease within the Project built-to-suit warehouses and other buildings and operate businesses therefrom. As part of the development of the Project, it is anticipated that the Company (or its affiliates) and/or User(s) will invest substantial capital expenditures in constructing buildings and other improvements within the Project Site; and

WHEREAS, certain access road improvements are required to accommodate additional traffic, truck turning movements, and the reduction of traffic congestion; and

WHEREAS, in order to make the Project an operational and functioning industrial/commercial park for use by commercial entities utilizing rail service, it is necessary to construct additional access road improvements, as described herein, including Section 1b, and depicted on Exhibit B attached hereto (the “Roadway Improvements”), which will be dedicated for public use upon approval and acceptance by the City; and

WHEREAS, the Governmental Parties have determined that (a) the Roadway Improvements will provide valuable public infrastructure upon completion and dedication to the City, (b) that the development of the Project by the Company (i) will advance the economic development of the City and County, (ii) will promote the convenience, order, prosperity, and welfare of their citizens, (iii) is a direct benefit to the City and County and their residents as a result of increased tax revenues, increased property values, and additional economic activity, and the creation of new jobs for employees engaged in the operation of the Users at the Project Site, and (c) thus, the Roadway Improvements are in the best interest of the City and

County and serve a valid and sufficient public purpose; and

WHEREAS, the Parties acknowledge that the citizens of the City and the County anticipate significant economic benefits to accrue to the local economies as a result of the increase in commercial activity at the Project Site; and

WHEREAS, in consideration of the economic impact and other benefits to be received by the City and County and the general public, the Governmental Parties have committed to make certain funding available to reimburse the Company for part of the costs associated with the Roadway Improvements in the manner and in the amounts described herein; and

WHEREAS, in consideration of the incentives granted to Company herein, Company has agreed to deed the Conservation Area (as defined below) to the City as more particularly set forth herein;

WHEREAS, the Parties acknowledge that the Company does not yet own the Project Site, but has entered into purchase agreements, including the IPB Purchase Agreement (as defined below) with the current owners of the Project Site whereunder the Company has the right to purchase the Project Site; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein; 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 Parties have delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. The Company's Commitments, Representations and Warranties. In consideration of the Governmental Parties providing the incentives described herein, the Company makes the following commitments, covenants, representations and warranties:

- a. The Company acknowledges that the citizens of the City and the County anticipate the receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project. Therefore, the Company agrees to diligently pursue its studies, investigations and marketing of the Project Site, and that the Company shall (i) acquire the Project Site by the later of December 31, 2024, or as otherwise provided in the IPB Purchase Agreement (as defined below) (the acquisition date being the "Closing Date" hereunder), and (ii) complete the Roadway Improvements and dedicate them to the City no later than December 31, 2026 (the "Roadway Improvements Completion Date"); provided, the Company shall not be obligated to acquire the Project Site or complete the Roadway Improvements if (a) the Company is unable to secure the necessary permits from the City or any other applicable governmental agency or body for the construction of the Roadway

Improvements after good faith commercially reasonable efforts by the Company to obtain such permits, or (b) the Alabama Department of Transportation (“ALDOT”) or any other governmental agency or body requires the Company to make improvements to any part of I-10 or Highway 90 (or the on/off ramps or other parts of the I-10 and Highway 90 interchange) in connection with the Roadway Improvements other than the contemplated improvements at the intersection of the Highway 90 and Kooiman Road.

- b. The Company shall be responsible for developing the plans for the construction of the Roadway Improvements. The Roadway Improvements shall be designed in accordance with City’s public right-of-way and public roadway requirements unless otherwise agreed or permitted by the City. Prior to commencement of construction and/or installation of the Roadway Improvements, the Company shall submit to the City detailed plans and specifications for the Roadway Improvements for City approval, which approval shall not be unreasonably withheld, and for permitting by the City, showing the final location of the Roadway Improvements. The Company agrees to complete or cause to be completed the following Roadway Improvements in accordance with said approved plans and specifications as set forth on Exhibit B attached hereto and all permits:
- c. Within sixty (60) months after the Closing Date, construction of one or more rail-served commercial buildings, with current and active Class 1 (as defined by the Surface Transportation Board of the United States) railroad connection that will be operated/maintained for at least five (5) years from the Effective Date, within Phase I by the Company, its affiliates, one or more tenants and/or one or more buyers of land (collectively, the “Buildings”) shall have commenced and be completed, with such Buildings having an aggregate combined total square footage of at least 250,000 square feet, subject to the provisions of Section 3.
- d. The Company shall give good faith consideration to City- and County-based contractors and vendors and City and County residents to provide products and services in constructing, equipping, and operating the Project. The Company shall use commercially reasonable efforts to ensure that contractors and vendors selected by the Company for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Company.
- e. The Company, directly and through its construction manager, shall implement contracting and hiring goals for the Project consistent with the “Mobile First Initiative for the Mobile Area Business Community” attached hereto as Exhibit C (the “Mobile First Initiative”). The Company agrees to provide an annual written update (the “Annual Mobile First Report”) to the Mobile Area Chamber of Commerce on its efforts to achieve the goals set forth in the Mobile First Initiative. The Annual Mobile First Report 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.

- f. The Company acknowledges and agrees that the City and the County, as a matter of public policy, encourage 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. To the extent the Company has employees, the Company shall give good faith consideration for employment at the Project to qualified City and County residents, subject in all cases to the Company's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Company.
- h. The Company shall provide adequate funding to acquire the Project Site, to construct the Roadway Improvements, and to construct the Phase I Buildings that are constructed by the Company.
- i. The Company is an Indiana limited liability company, and is in good standing, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain qualified, in good standing, and in compliance with all Alabama laws applicable to its operations at all times that it is in business in the State of Alabama. By signing this Agreement, the Company affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any unauthorized alien within the State of Alabama. Furthermore, if the Company is found to be in violation of this provision the Company shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- j. The Company shall satisfy its obligations under any other agreement with local government and/or private economic development organizations that it is a party to and relates to the Project.
- k. The Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.
- l. 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 either (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 and/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 it to have entered into this Agreement and make the commitments contained in this Agreement, that such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action shall be provided by the Company upon receipt of a request

by the City or County. The City and County reserve the right to require an opinion of the Company's legal counsel, accountant or other representatives as to the matters described in this Section 11.

- m. By signing this Agreement, the Company affirms, for the duration of this Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ any 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 the Agreement and shall be responsible for all damages resulting therefrom. On or before the date the Company hires any employees, the Company shall provide documentation evidencing its participation in the E-Verify program.
- n. By signing this Agreement, the Company 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.

2. The IPB's, the County's and the City's Respective Commitments. In consideration of the Company locating the Project at the Project Site and performing the other obligations of the Company as set out hereunder, and the economic benefit to the local community to be realized therefrom, the Governmental Parties agree as follows:

- a. The IPB shall provide a portion of the total cost of the Roadway Improvements, not to exceed Two Million, Five Hundred Thousand US Dollars (\$2,500,000), conditioned upon the closing of the purchase and sale pursuant to the IPB Purchase Agreement, to offset expenses incurred in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "IPB Incentive Payment"), as further provided in Section 3 hereof.
- b. The County shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars (\$2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the "County Incentive Payment"), upon (i) the completion of construction and installation of the Roadway Improvements in accordance with all applicable plans, specifications and permits and dedication of such completed Roadway Improvements to and acceptance thereof by the City (the "Roadway Improvements Completion"), (ii) the issuance of one or more certificates of occupancy for Buildings constructed at the Project Site representing at least 250,000 square feet of rail-served industrial space, and (iii) the certification by the Company that at least fifty (50) Project Employees are employed at the Project (collectively, (i), (ii) and (iii) are referred to as the "Incentives Threshold"). Provided the Company is then in compliance with this Agreement, the County Incentive Payment shall

be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.

- c. The City shall accept the dedicated Roadway Improvements if they have been constructed in accordance with all applicable plans, specifications and permits and the requirements of Section 4 are satisfied. The City shall provide a portion of the total cost of the Roadway Improvements, up to Two Million US Dollars (\$2,000,000.00), to reimburse the Company for costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements, including but not limited to Construction Debt Origination, Interest Rate Carry and Interest Fees applicable to the Roadway Improvements (the “City Incentive Payment”), upon the Company’s achievement of the Incentives Threshold. Provided the Company is then in compliance with this Agreement, the City Incentive Payment shall be paid to the Company in full within thirty (30) days upon written application by the Company (in accordance with Section 4 below) after achieving the Incentives Threshold.
 - d. The Company shall be responsible for any and all costs of the Roadway Improvements in excess of \$6,500,000. Notwithstanding anything contained herein to the contrary, if the total costs of the Roadway Improvements are less than \$6,500,000, the City Incentive Payment and the County Incentive Payment shall be reduced pro rata in an aggregate amount equal to the same.
 - e. The IPB Incentive Payment, the City Incentive Payment and the County Incentive Payment are conditioned upon the following terms: (1) on the Closing Date, the Company shall convey to the City by statutory warranty deed, in a form and substance satisfactory to the City the 149.39 acres of coastal wetlands along the southern boundary of the Project Site, legally described and depicted on Exhibit D attached hereto and labeled as “Conservation Area: 6,507,440+/- sq. ft 149.39+/- acres” (the “Conservation Area”). The City shall then grant an irrevocable conservation easement on the Conservation Area to a conservation management conservator chosen by the City in its sole discretion; and (2) the Company shall provide the funding for and complete the installation of a traffic light signal at the entrance of the Mobile Commerce Park and Rangeline Road subject to the Alabama Department of Transportation and the City’s permitting process and the costs associated with such installation of the traffic light signal will be subject to reimbursement from the incentives contained herein.
3. IPB Funds. Within three (3) Business Days after the Closing on the purchase and sale as set forth in that certain Real Estate Purchase Agreement, dated March 10, 2023 between the Company and IPB (as the same has heretofore and may hereafter be amended, the “IPB Purchase Agreement”), IPB shall deposit the IPB Incentive Payment with First American Title Insurance Company, c/o Steven I. Zellinger, 200 West Madison Street, Suite 800, Chicago, Illinois 60606, szellinger@firstam.com, (312) 917-7257 (the “Title Company”) to be held by the Title Company and to be disbursed pursuant to an Escrow Agreement in the form and substance attached hereto as Exhibit E.

4. Recapture of IPB, City and County Incentives. The Company acknowledges that the incentives offered by the IPB, the City and the County are based, in part, on the estimated economic impact that will be realized from the Company's capital investment in the Project and the additional payroll of the Users and businesses occupying and operating from the Project Site, and that those incentives are justified only if the Company fulfills its commitments as described herein. In consideration thereof, the Company agrees to the following provisions for recapture by the IPB of the IPB Incentive Payment, by the City of the City Incentive Payment and by the County of the County Incentive Payment that each actually pays to the Company (the "Total Paid Sums"):

- a. If construction of the Buildings described in Section 1c above shall not have been completed by the end of the sixtieth (60th) month after the Closing Date (subject to extension for any delay by the City or County in issuing applicable permits, provided the same were timely applied for), the Company shall be obligated to reimburse the IPB, the City and the County for the Total Paid Sums; PROVIDED, if construction of the Buildings has commenced prior to the end of said 60th month and the square footage upon completion will be at least 250,000 square feet, the Company shall only be required to reimburse to the IPB, the City and County the Applicable Percentage of the Total Paid Sums, if the Buildings (totaling at least 250,000 square feet) are completed within 180 days after the sixtieth (60th) month after the Closing Date, and, if not so completed, the Company shall be obligated to reimburse the IPB, the City and the County an amount equal to the Total Paid Sums. "Applicable Percentage" shall mean that percentage obtained by dividing the Square Footage Shortage by 250,000. "Square Footage Shortage" shall mean 250,000 less the square footage of the Buildings under construction during said 60-month period and completed within 180 days after the sixtieth (60th) month after the Closing Date. For illustration, if the Buildings under construction will contain in the aggregate 200,000 of square footage upon completion, the Square Foot Shortage would be 50,000, the Applicable Percentage would be 20.00% of the Total Paid Sums, and the Company will be required to reimburse the IPB, the City and County 20.00% of the Total Paid Sums. The Company shall be required to reimburse the IPB, the City and County all of the Total Paid Sums if the aggregate square footage of the Buildings under construction and/or constructed in Phase I is less than 200,000 square feet. All reimbursements are to be split pro rata between the IPB, the City and the County.
- b. At the end of said 60-month period, the Company shall furnish to each of the IPB, the City and the County a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company has, or has not, met its obligations in Section 3a above. Either the IPB, the City or the County may require the Company to provide such other documentation which they deem necessary to confirm the Company's certification. Any payment due to either the IPB, the City and/or the County under the provisions of this section shall be paid contemporaneously with delivery of the Certificate of Compliance.
- c. The maximum recapture amount under this section to either the IPB, the City or the County shall be the amount of the IPB, the City or the County's respective actual payments to the Company in satisfaction of its obligations hereunder.

- d. The right of either the IPB, the City or the County to recapture incentives shall survive the termination of this Agreement.

5. Disbursements of the County's and City's Contributions. In addition to the requirements of Section 2(a), all reimbursements by the City and the County to the Company on account of the Roadway Improvements shall be made only in accordance with the following procedure:

- a. *Satisfaction of Conditions Precedent.* Payment of the City Incentive Payment and County Incentive Payment shall be by reimbursement to the Company. It shall be the responsibility of the Company to provide to each of the City and the County, at the address stated in the section of this Agreement governing the giving of notices, satisfactory evidence that all of the conditions precedent to such payment as established by the terms of this Agreement have been satisfied.
- b. *Request for Reimbursement by the Company.* To request reimbursement for costs incurred for the Roadway Improvements, the Company shall submit to each of the City and County a "Request for Payment." These Requests shall be accompanied by supporting documentation which demonstrates to the satisfaction of each of the City and the County that the expenditures for which reimbursement is sought were incurred only for designing, engineering, permitting, conducting studies, surveys and investigations for, developing, constructing and/or installing the Roadway Improvements, and that such expenditures have not previously been submitted for reimbursement or reimbursed by the IPB.
- c. *Certificate of Compliance.* Each Request for Payment shall be accompanied by a Certificate of Compliance, certified as to the accuracy of the facts stated therein by an executive officer of the Company, certifying that the Company did complete the Roadway Improvements and dedicate and/or transfer same to the City in accordance with this Agreement. Either the City or the County may require the Company to provide such other documentation that the City deems necessary to confirm the Company's certifications.
- d. *Additional Requirements.* In addition to the requirements of subsections (a), (b) and (c) of this Section 4, the Company must provide to each of the City and the County the following documents or information:
 - i. there must be provided a certificate of the Roadway Improvements engineer or other person or persons acceptable to each of the City and the County, certifying that the work, materials, or labor for which Company is requesting reimbursement have been incorporated into, or installed at, or incurred in connection with, the Roadway Improvements, and that they conform to the plans and specifications for the Roadway Improvements as approved by the City;
 - ii. a contractor's affidavit and release from all contractors and subcontractors working on the Roadway Improvements, and a release by any other third party, including a contractor, supplier, or any other entity, that may be specified by either the City or the County, of any lien filed by such third party against the Roadway

Improvements or the real estate on which same are located;

- iii. updated title work/opinion and other information reasonably required by the City for dedication of the completed Roadway Improvements to the City; and
- iv. prior to the payment obligation of the City Incentive Payment and the County Incentive Payment either (1) a current financial statement of the Company, in form and substance reasonably acceptable to the City and County, showing that the Company has a net worth at such time of at least Seven Million Five Hundred Thousand Dollars (\$7,500,000), or (2) a guaranty of the Company's reimbursement obligations under this Agreement in form and substance reasonably acceptable to City and County, by a person or entity that provides a current financial statement, in form and substance reasonably acceptable to the City and County, showing that such guarantor has a net worth at such time of at least Seven Million Five Hundred Thousand Dollars (\$7,500,000). If the Company provides the financial statement as provided in this Section 4d.iv, the Company hereby covenants to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid. If a guaranty will instead be delivered as provided in this Section 4d.iv, the guarantor will provide a covenant to maintain its current net worth in at least the amount provided in this Section 4d.iv until there are no reimbursement obligations of the Company under Section 3, or the reimbursement obligations have been paid.

6. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

- a. any representation or warranty by the Company made herein or in connection herewith shall prove to be, or have been, false or misleading in any material respect;
- b. any report, certificate, or other instrument furnished by the Company in connection with or pursuant to this Agreement shall prove to be false or misleading in any material respect;
- c. default in the payment of any amounts owed under this Agreement, as and when due and payable;
- d. failure to comply with any of the terms of this Agreement;
- e. the occurrence of any default under, or any default in the due observance or performance of any term, covenants, condition or agreement to be observed or performed pursuant to the provisions of this Agreement;
- f. if the Company shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of its assets, (ii) admit in writing the inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or

insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or if any action whatsoever shall be taken for the purpose of effecting any of the foregoing;

- g. if an order, judgment or decree shall be entered without the application, approval or consent of the Company by any court of competent jurisdiction approving a petition seeking reorganization or liquidation of the Company or of all or any part of the Company's properties or assets or appointing a receiver, trustee or liquidator of the Company;
- h. without written consent of the Governmental Parties, a change in control or ownership of the Company, the dissolution of the Company, any member withdraws from the Company, or the termination of the Company's existence;
- i. if any action shall be taken or if there shall be any occurrence which could or does have the effect of terminating, dissolving, or winding-up the business of the Company;

Upon the occurrence, or at any time thereafter during the continuance, of any such Event of Default and after the applicable party(ies) provide(s) prompt notice of said Event of Default to the defaulting party and the defaulting party fails to cure such Event of Default within thirty (30) days of receipt of such notice of said Event of Default (the "Cure Period"), the non-defaulting parties shall be entitled to pursue all remedies at law or in equity for the Event of Default of any term of this Agreement.

7. Other Commitments. To further assist the Company in connection with the development of the Project, the City and County further agree as follows:

- a. The City and County will each appoint one qualified project coordinator (initially the City Engineer, Nick Amberger, and the County Engineer, Bryan Kegley) to act as their representative in order to assist the Company in connection with the Project and the Roadway Improvements and to help fulfill the responsibilities of the City and County with respect to the Project and Roadway Improvements.
- b. To the extent allowed under applicable laws and regulations, an expedited process shall be utilized for the processing of all required permits, licenses, authorizations, and approvals required from local agencies to facilitate and ensure fast track permitting, development, construction and operation of the Project, the Roadway Improvements and the Buildings.
- c. The City and the County also commit to supporting an Industrial Access grant application with the Alabama Department of Transportation, subject to a qualified project for the Industrial Access Program.

8. Grounds for Termination of the Obligations of the IPB, the City and the County. The obligations of the IPB, the City and the County to the Company respectively hereunder may be terminated at

the election of either of such parties upon the occurrence of any of the following events:

- a. Failure of the Company to timely acquire the Project Site in accordance with Section 1a of this Agreement.
- b. Failure of the Company to complete the Roadway Improvements within the time periods set forth in Section 1a.
- c. The determination by the IPB, the City or County that any material representations made by the Company or its agents to induce the IPB, the City or the County to offer incentives to the Company are not true in any material respect, which has an adverse effect on the IPB, City, County and/or the Project and is not cured by the Company within thirty (30) days after Company's receipt of written notice from the IPB, City or County setting forth the representation(s).
- d. Failure of the Company to meet any other commitment or satisfy any other of its obligations that relate to the Project or Roadway Improvements described herein, after the Company is provided with notice of such failure, and such failure is not remedied within fifteen (15) business days of such notice.

9. 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.

10. Assignment. This Agreement is not assignable without the prior written consent of the Parties, except that the Company shall have the right at any time to assign its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any affiliate of the Company that agrees to assume the assigned obligations of the Company under this Agreement; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the Company under this Agreement unless specifically excused therefrom by the City and the County to be expressed in writing and signed by an authorized representative of each of the City and the County respectively. In addition, the Company's rights under this Agreement may be assigned without the Governmental Parties' consent to any lender (a "Roadway Lender") providing financing for the Roadway Improvements or a part thereof (a "Lender Assignment"), but the Company will remain responsible for all of its obligations under this Agreement. The Governmental Parties acknowledge the Roadway Lender may request that the Governmental Parties join in any such Lender Assignment whereby the Governmental Parties will agree that if the Company defaults under this Agreement, the Roadway Lender or its designee shall be entitled to cure such default and complete the Roadway Improvements and that upon completion of the Roadway Improvements in accordance with this Agreement by the Roadway Lender or its designee, the monies payable by the Governmental Parties to the Company hereunder shall be paid to the Roadway Lender (not to the Company) subject to the terms and conditions of this Agreement.

11. 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.

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

13. Waivers. Waiver of any of the obligations of any Party under this Agreement shall be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

14. IPB Purchase Agreement. The Company acknowledges that nothing in this Agreement shall amend or in any way affect the terms and conditions of the IPB Purchase Agreement, which Agreement shall remain in full force and effect under the terms thereof.

15. 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.

16. Notices. All notices, demands, consents, certificates, or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

To the City of Mobile:

City of Mobile
Attn: Mayor
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

With a copy to:

C. Britton Bonner
Adams & Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To Mobile County:

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

With a copy to:

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

To the IPB:

Industrial Park Board of Mobile County
P.O. Box 2187
Mobile, Alabama 36652

With a copy to:

Mr. Preston Bolt, Jr.
Hand Arendall Harrison Sale LLC
104 St. Francis Street
Mobile, Alabama 36602

To the Company:

c/o Scannell Properties
Attn: Courtney Kanzinger, Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240

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

17. [Intentionally Deleted.]

18. Indemnification. The Company shall release, save, hold harmless, defend and indemnify the Governmental Parties and their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with this Agreement or the Company's construction of the Roadway Improvements (except for those claims arising out of the negligence or intentional misconduct of one or more of the Indemnified Parties), arising from the Company's breach or default in the performance of any 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 costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or challenge to this Agreement or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the County or the IPB shall defend the same at the Company's expense by counsel satisfactory to the Indemnified Parties. The foregoing indemnity obligation shall 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 in connection with the Roadway Improvements. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement; Amendment; No Recordation. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives. This Agreement shall not be recorded by any Party in the Office of the Judge of Probate of Mobile County, Alabama.

20. Use Restrictions. The Parties agree that the Project and Project Site will have the certain use restrictions set forth in Exhibit F attached hereto (the "Use Restrictions").

21. Certain Defined Terms. The following capitalized terms will have the respective meanings assigned below (each such meaning to be equally applicable to the singular and plural forms of the respective terms so defined).

"Accessory Use" shall mean a use customarily incidental to or that is a byproduct of the principal or primary use of any buildings or structures constructed on a Project Site. By way of example only and not of limitation: (i) in the case of a building on a Project Site having a storage tank for oil used to refuel trucks at a distribution center, such oil and gas storage would be an Accessory Use; and (ii) if a byproduct of a manufacturing process conducted at a building on a Project Site contains hazardous materials, such hazardous material transfer or disposal would be an Accessory Use.

"Construction Debt Origination" means the upfront fee charged by the Developer's lender to process the new loan application and execute the loan closing.

"Full-Time Employee" means a person that is either (i) being paid directly by the Company or tenants/lessors or owners of the Buildings (collectively, a "Project Site Employer") for not less than thirty-six (36) hours per week, is employed at the Project, and who the applicable Project Site Employer identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941, (ii) an employee of a direct contractor of a Project Site Employer who is paid by such Project Site Employer's direct contractor for working at the Project for not less than thirty-six (36) hours per week, and/or (iii) a person working under a contract with a Project Site Employer for working at the Project for not less than thirty-six (36) hours per week. Notwithstanding the above, the term "Full-Time Employee" will not include an unskilled temporary employee, an employee of a temporary personnel agency, or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Fringe Benefits" will include, but are not limited to, health insurance, retirement, life insurance, worker's compensation, unemployment compensation and FICA taxes.

"Interest Fees" means the monetary charge assessed for the Developer to borrow the funds which is expressed as a percentage, such as an annual percentage rate. Simply put, the price the Developer pays to borrow money.

"Interest Rate Carry" means the amount equal to the agreed upon interest by the Developer and Lender that is computed at the rate per annum on the total sum of the debt from the date of the

closing of the loan and charged until payoff and satisfaction by the lender.

“Primary Use” shall mean the principal or primary use of any buildings constructed on a Project Site.

“Project Employees” means new Full-Time Employees created by the Project. No Transferred Employee will constitute a Project Employee, except to the extent that the Company certifies to the County with respect to such Transferred Employee that it has not eliminated a Transferred Employee’s previous position and that a new employee has been hired to fill substantially the same job and in the same pay category as that held by the Transferred Employee. All Project Employees will be eligible to receive any Fringe Benefit provided by his or her employer.

“Transferred Employee” means an existing employee of the applicable Project Site Employer, or any affiliate thereof, employed in the County either as of the Effective Date or at the time such employee is hired and transferred to work at the Project.

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 BLANK)

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William S. Stimpson and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of the City of Mobile, Alabama, are signed to the foregoing Project Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, in their capacities as aforesaid and with full authority, executed the same voluntarily for and as the act of said City on the day the same bears date.

Subscribed and sworn to before me on this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for County –Scannell Properties #727, LLC Project Development Agreement]

MOBILE COUNTY COMMISSION

By: _____
Randall Dueitt, President

ATTEST:

Eddie Kerr, County Administrator

[Remainder of Page Blank]

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

By: _____
[____], [____]

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that [____], whose name as [____] of [____] is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he/she, as such officer with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Subscribed and sworn to before me on this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

[Signature Page for Company –Scannell Properties #727, LLC Project Development Agreement]

SCANNELL PROPERTIES #727, LLC,
an Indiana limited liability company

By: _____
Marc D. Pfleging, Manager

STATE OF INDIANA

COUNTY OF MARION

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marc D. Pfleging, whose name as Manager of Scannell Properties #727, LLC, an Indiana limited liability company, is signed to the foregoing Project Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Subscribed and sworn to before me on this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)

[Remainder of Page Blank]

EXHIBIT A

PROJECT SITE – LEGAL DESCRIPTION

PARCEL A:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; RUN SOUTH 89 DEGREES 52 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 2039.36 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 07 SECONDS EAST, 3208.98 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, 3288.55 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 03 SECONDS EAST, 66.74 FEET TO A CRIMP TOP IRON ON THE NORTH BANK OF RABBIT CREEK; THENCE WESTWARDLY ALONG SAID NORTH BANK AND ALONG THE CENTERLINE OF RABBIT CREEK TO THE INTERSECTION WITH THE SOUTH LINE OF SECTION 35; THENCE NORTH 89 DEGREES 36 MINUTES 44 SECONDS WEST, 1015.00 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SECTION 35; THENCE NORTH 02 DEGREES 15 MINUTES 37 SECONDS EAST, 5,193.97 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2, 3, 4, 5, 6 AND 7 OF CRIGLER INDUSTRIAL PARK, ACCORDING TO PLAT THEREOF, RECORDED IN MAP BOOK 128, PAGE 89 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

ALSO, LESS AND EXCEPT THE RIGHTS OF WAY OF KOOIMAN ROAD, TODD ACRES DRIVE AND THE LOUISVILLE & NASHVILLE RAILROAD.

PARCEL B:

ALL THAT PART OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA LYING SOUTH OF THE CENTERLINE OF RABBIT CREEK AND WEST OF THE CENTERLINE OF WHISKEY BRANCH.

PARCEL C:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA;

EXCEPTING THE RIGHT OF WAY OF GIBLIN ROAD HERETOFORE CONVEYED TO MOBILE COUNTY BY F. L. GIBLIN AND WIFE BY DEED DATED SEPTEMBER 28, 1966 AND RECORDED IN REAL PROPERTY BOOK 719, PAGE 473 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; AND

LESS AND EXCEPT THAT CERTAIN PROPERTY CONVEYED TO THE BOARD OF WATER AND SEWER COMMISSIONERS IN REAL PROPERTY BOOK 1595, PAGE 62.

PARCEL D:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER, A DISTANCE

OF 393.5 FEET TO A POINT; THENCE ALONG THE EAST LINE OF THE RIGHT OF WAY OF THE MOBILE BAY SHORE RAILROAD, RUN NORTH 44 DEGREES, 00 MINUTES EAST, 166.0 FEET TO A POINT; THENCE RUN EAST AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER 278.20 FEET TO A POINT; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER, RUN SOUTH 119.40 FEET TO A POINT OF BEGINNING.

PARCEL E:

PARCEL (A)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 00 DEGREES 27 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 37, A DISTANCE OF 641.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TODD ACRES DRIVE (80 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST 282.07 FEET TO A POINT OF INTERSECTION, NORTH 89 DEGREES 24 MINUTES 20 SECONDS EAST 1795.80 FEET TO THE P.C. OF A 781.94 FOOT RADIUS CURVE TO THE LEFT, NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 490.26 FEET TO A POINT, SOUTH 82 DEGREES 43 MINUTES 39 SECONDS EAST 207.57 FEET, NORTH 53 DEGREES 30 MINUTES 52 SECONDS EAST 470.3 FEET, SOUTH 72 DEGREES 48 MINUTES 25 SECONDS EAST 122.38 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE AS FOLLOWS: SOUTH 35 DEGREES 19 MINUTES 53 SECONDS EAST 170.15 FEET, SOUTH 30 DEGREES 16 MINUTES 38 SECONDS EAST 1014.70 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 37; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE 3840.64 FEET TO THE POINT OF BEGINNING. CONTAINING 59.506 ACRES, MORE OR LESS;

PARCEL (B)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEG.- 53' 30" EAST 2,682.09 FEET TO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE SOUTH 00 DEG. 31'-44" EAST 1,205 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF RABBIT CREEK, SAID POINT BEING DESIGNATED AS "POINT A"; THENCE SOUTHWARDLY ALONG THE MEANDERS OF THE WEST MARGIN OF SAID RABBIT CREEK 1,106 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 35, SAID POINT BEARS SOUTH 00 DEG. 31'-44" EAST FROM "POINT A"; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00 DEG. 31'-44" EAST 982 FEET, MORE OR LESS, TO A POINT THAT IS 3,210.38 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89 DEG. 53' 30" WEST 3,288.55 FEET; THENCE NORTH 00 DEG. 24' 49" WEST 3,208.98 FEET TO A POINT ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE NORTH 89 DEG. 45' 40" EAST ALONG SAID SOUTH LINE 600.0 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

LOT 16, THE MOBILE COMMERCE PARK, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 46, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

EXHIBIT B

ROADWAY IMPROVEMENTS

[See Attached.]

Ex. B

TODD ACRES DRIVE OFF-SITE IMPROVEMENTS-PHASE 1 PRELIMINARY OPC				Date Revised: 3/5/2024
				Date Printed: 3/5/2024
ITEM	DESCRIPTION	ESTIMATED QUANTITY	MATERIAL UNIT PRICE	MATERIAL TOTAL
1	CLEARING AND GRUBBING	1 LS	\$ 150,000.00	\$ 150,000.00
2	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	11,510 SY	\$ 12.00	\$ 138,120.00
3	REMOVAL OF 24" REINFORCED CONCRETE PIPE	40 LF	\$ 30.00	\$ 1,200.00
4	REMOVAL OF SLOPE PAVED HEADWALL	2 EA	\$ 750.00	\$ 1,500.00
5	UNCLASSIFIED EXCAVATION (TBM)	34,950 CY	\$ 20.00	\$ 699,000.00
6	BORROW EXCAVATION (TBM)	19,100 CY	\$ 25.00	\$ 477,500.00
7	MACHINE GRADED SHOULDERS	14,410 LF	\$ 5.00	\$ 72,050.00
8	FOUNDATION BACKFILL COMMERCIAL	300 CY	\$ 28.00	\$ 8,400.00
9	ROADBED PROCESSING	95.0 STA	\$ 1,500.00	\$ 142,500.00
10	CRUSHED AGGREGATE BASE COURSE (8" THICK)	38,915 SY	\$ 42.00	\$ 1,634,430.00
11	TACK COAT APPLICATION (0.09 GAL/SY)	3,930 GAL	\$ 6.00	\$ 23,580.00
12	BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY	4,215 TON	\$ 140.00	\$ 590,100.00
13	BITUMINOUS CONCRETE BINDER LAYER, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,860 TON	\$ 140.00	\$ 1,240,400.00
14	BITUMINOUS CONCRETE BINDER LAYER, LOWER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 440LB/SY	8,330 TON	\$ 140.00	\$ 1,166,200.00
15	24" ROADWAY PIPE, REINFORCED CONCRETE	4,150 LF	\$ 150.00	\$ 622,500.00
16	48" ROADWAY PIPE, REINFORCED CONCRETE	48 LF	\$ 220.00	\$ 10,560.00
17	INLET, TYPE "S" (STORM)	45 EA	\$ 6,500.00	\$ 292,500.00
18	CONCRETE CURB & GUTTER	8,050 LF	\$ 28.00	\$ 225,400.00
19	MOBILIZATION/DEMOLITION	1 LS	\$ 545,000.00	\$ 545,000.00
20	SLOPE PAVED HEADWALL (48")	2 EA	\$ 4,000.00	\$ 8,000.00
21	TOPSOIL (4" THICK) (TBM)	950 CY	\$ 18.00	\$ 17,100.00
22	SEEDING	7.5 AC	\$ 3,500.00	\$ 26,250.00
23	SODDING (MATCH EXSISTING)	6,650 SY	\$ 12.00	\$ 79,800.00
24	MULCHING	7.5 AC	\$ 3,500.00	\$ 26,250.00
25	POLYETHYLENE	100 SY	\$ 5.00	\$ 500.00
26	SAND BAGS	300 EA	\$ 10.00	\$ 3,000.00
27	SILT FENCE (TYPE A)(TO BE REMOVED & REUSED)	1,500 LF	\$ 15.00	\$ 22,500.00
28	WATTLES	1,500 LF	\$ 15.00	\$ 22,500.00
29	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	3.53 MILE	\$ 8,500.00	\$ 30,005.00
30	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	2.78 MILE	\$ 7,000.00	\$ 19,460.00
31	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	0.38 MILE	\$ 7,000.00	\$ 2,660.00
32	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	330 EA	\$ 20.00	\$ 6,600.00
33	TRAFFIC CONTROL	1 LS	\$ 95,000.00	\$ 95,000.00
34	MISCELLANEOUS DRAINAGE-ROAD CROSSINGS & IMPROVEMENTS	1 LS	\$ 100,000.00	\$ 100,000.00
35	WORK OF SIMILAR NATURE	1 LS	\$ 150,000.00	\$ 150,000.00
36	GEOMETRIC CONTROL	1 LS	\$ 80,000.00	\$ 80,000.00
37	SIGNALIZATION & INTERSECTION MODIFICATIONS OF KOODMAN & HWY 90 (DESIGN & CONSTRUCTION)	1 LS	\$ 800,000.00	\$ 800,000.00
38	SIGNALIZATION & INTERSECTION MODIFICATIONS OF RANGELINE & TODD ACRES (DESIGN & CONSTRUCTION)	1 LS	\$ 1,500,000.00	\$ 1,500,000.00
39	SANITARY SEWER EXTENSIONS, TAPS, ETC.	1 LS	\$ 550,000.00	\$ 550,000.00
40	WATERLINE EXTENSIONS, TAPS, ETC.	1 LS	\$ 450,000.00	\$ 450,000.00
			SUBTOTAL=	\$ 12,030,565.00
			CONTINGENCY/GC OVERHEAD (25%)	\$ 3,007,641.25
			TOTAL	\$ 15,038,206.25
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.				

EXHIBIT C

MOBILE FIRST INITIATIVE

[See Attached.]

EXHIBIT D

LEGAL DESCRIPTION AND DEPICTION OF CONSERVATION AREA

Beginning at the Southwest corner of Section 35, Township 6 South, Range 2 West, Mobile County, Alabama, run along the outer boundary of a Conservation Easement as follows:

NORTH 02°15'47" EAST, 28.3 feet; NORTH 85°12'04" WEST, 153.36 feet; NORTH 00°58'02" EAST, 474.07 feet; SOUTH 54°51'57" EAST, 79.03 feet; SOUTH 78°43'13" EAST, 36.69 feet; SOUTH 67°41'31" EAST, 232.22 feet; SOUTH 79°25'27" EAST, 77.69 feet; SOUTH 29°59'44" WEST, 33.13 feet; SOUTH 23°40'46" WEST, 55.7 feet; SOUTH 34°45'37" EAST, 101.92 feet; SOUTH 71°30'37" EAST, 45.08 feet; SOUTH 88°08'48" WEST, 71.11 feet; SOUTH 71°53'39" EAST, 52.94 feet; NORTH 82°27'19" EAST, 93.78 feet; NORTH 19°44'48" EAST, 38.45 feet; NORTH 60°54'07" EAST, 54.08 feet; NORTH 75°42' 44" EAST, 43.43 feet; NORTH 28°39'36" EAST, 81.82 feet; SOUTH 89°58'14" EAST, 419.34 feet; NORTH 39°49'43" EAST, 67.26 feet; NORTH 77°55'41" EAST, 91.71 feet; NORTH 47°35'09" EAST, 41.34 feet; NORTH 11°34'24" EAST, 133.02 feet; NORTH 22°21'52" EAST, 43.24 feet; NORTH 65°00'47" EAST, 97.49 feet; NORTH 85°33'54" WEST, 125.93 feet; NORTH 55°09'50" EAST, 103.37 feet; NORTH 87°49'21" EAST, 85.85 feet; NORTH 46°03'40" WEST, 143.16 feet; NORTH 78°29'23" EAST, 108.08 feet; SOUTH 79°44'12" EAST, 51.49 feet; NORTH 75°34'51" EAST, 119.71 feet; NORTH 31°41'06" EAST, 48.97 feet; NORTH 86°48'25" EAST, 155.8 feet; NORTH 54°16'03" EAST, 22.68 feet; NORTH 87°08'09" EAST, 118.07 feet; NORTH 84°19'24" WEST, 61.31 feet; NORTH 74°37'21" EAST, 39.29 feet; NORTH 79°03'25" EAST, 51.52 feet; NORTH 71°07'09" EAST, 29.74 feet; NORTH 31°42'41" EAST, 37.76 feet; NORTH 79°19'57" EAST, 46.76 feet; SOUTH 85°45'40" EAST, 61.83 feet; SOUTH 77°56'40" EAST, 56.52 feet; NORTH 52°57'34" EAST, 67.04 feet; NORTH 41°50'31" EAST, 93.21 feet; NORTH 20°53'15" WEST, 34.09 feet; NORTH 50°56'40" EAST, 20.92 feet; NORTH 08°56'12" WEST, 58.19 feet; NORTH 00°15'06" WEST, 59.17 feet; NORTH 15°12'09" WEST, 78.83 feet; SOUTH 25°28'59" EAST, 112.27 feet; NORTH 36°40'28" WEST, 70.76 feet; NORTH 28°05'22" WEST, 104.01 feet; NORTH 11°21'06" WEST, 62.65 feet; NORTH 36°00'06" WEST, 84.58 feet; NORTH 10°07'35" EAST, 65.7 feet; NORTH 39°16'11" WEST, 38.41 feet; NORTH 27°57'22" WEST, 36.25 feet; NORTH 06°25'10" EAST, 32.75 feet; NORTH 34°13'53" EAST, 28.93 feet; NORTH 73°48'01" EAST, 28.74 feet; SOUTH 84°59'21" WEST, 39.39 feet; SOUTH 22°56'01" EAST, 175.36 feet; SOUTH 34°16'27" EAST, 46.18 feet; SOUTH 29°56'32" EAST, 171.39 feet; SOUTH 85°18'19" WEST, 40.31 feet; NORTH 64°59'32" EAST, 27.28 feet; NORTH 86°44'25" EAST, 12.56 feet; NORTH 32°26'40" WEST, 20.99 feet; SOUTH 43°28'30" EAST, 12.18 feet; SOUTH 55°33'31" EAST, 9.64 feet; SOUTH 87°13'37" EAST, 15.96 feet; SOUTH 62°47'09" EAST, 10.64 feet; NORTH 13°37'01" EAST, 13.12 feet; NORTH 01°30'15" WEST, 37.26 feet; NORTH 49°14'30" WEST, 22.65 feet; NORTH 06°16'07" WEST, 14.37 feet; NORTH 23°01'07" EAST, 20.96 feet; NORTH 52°06'29" EAST, 20.85 feet; NORTH 85°13'26" EAST, 18.86 feet; NORTH 16°08'33" EAST, 63 feet; NORTH 34°54'53" EAST, 81.46 feet; NORTH 49°33'14" EAST, 93.56 feet; NORTH 61°47'18" EAST, 13.6 feet; NORTH 75°08'32" EAST, 5.62 feet; NORTH 70°00'52" EAST, 17.82 feet; NORTH 85°50'22" EAST, 17.27 feet; NORTH 78°31'01" WEST, 7.24 feet; NORTH 44°47'58" WEST, 12.98 feet; NORTH 44°59'22" EAST, 17.04 feet; NORTH 40°44'49" WEST, 16.55 feet; SOUTH 00°00'00" EAST, 22.01 feet; NORTH 40°53'25" EAST, 31.45 feet; NORTH 58°51'22" EAST, 19.11 feet; NORTH 42°37'32" EAST, 40.58 feet; NORTH 80°52'30" EAST, 20.71 feet; NORTH 71°37'37" EAST, 42.22 feet; NORTH 43°17'00" EAST, 23.11 feet; NORTH 54°15'01" EAST, 44.48 feet; NORTH 47°21'48" EAST, 24.48 feet; NORTH 63°12'43" EAST, 8.73 feet; NORTH 72°09'06" EAST, 36.96 feet; NORTH 45°23'00" EAST, 23.55 feet, to the South line of property now or formally of the Industrial Park Board of Mobile; thence along the interior of said property as follows: NORTH 53°37'31" EAST, 27.09 feet; NORTH 64°17'33" EAST, 20.03 feet; NORTH 84°24'56" EAST, 42.89 feet; NORTH 32°59'56" EAST, 14.5 feet; NORTH 46°02'07" EAST, 7.31 feet; NORTH 55°21'17" EAST, 24.39 feet; NORTH 88°49'43" WEST, 30.92 feet; NORTH 84°02'10" EAST, 61.15 feet; NORTH 88°28'16" WEST, 35.52 feet; NORTH 85°13'54" WEST, 31.83 feet; NORTH

54°36'35" WEST, 14.42 feet; NORTH 85°31'25" WEST, 27.84 feet; NORTH 61°07'33" WEST, 49.89 feet; NORTH 89°08'27" WEST, 30.31 feet; SOUTH 06°01'53" WEST, 29.09 feet to the South line of said Industrial Park Board of Mobile property; thence leaving said property run SOUTH 06°01'53" WEST, 242.78 feet; SOUTH 48°49'18" WEST, 10.54 feet; SOUTH 72°54'35" WEST, 28.59 feet; SOUTH 01°13'12" EAST, 49.37 feet; SOUTH 27°34'15" WEST, 54.5 feet; SOUTH 03°34'44" EAST, 33.67 feet; SOUTH 12°23'03" WEST, 108.16 feet; SOUTH 63°27'10" WEST, 80.54 feet; SOUTH 09°13'05" WEST, 103.79 feet; SOUTH 49°12'25" WEST, 80.53 feet; SOUTH 82°14'27" WEST, 123.06 feet; SOUTH 23°32'55" WEST, 187.27 feet; SOUTH 60°45'19" EAST, 253.53 feet; SOUTH 70°00'23" WEST, 99.54 feet; SOUTH 84°55'05" WEST, 118.12 feet; SOUTH 19°34'31" WEST, 140.21 feet; SOUTH 08°53'15" EAST, 88.8 feet; SOUTH 27°43'04" WEST, 247.77 feet; SOUTH 69°00'17" EAST, 197.64 feet; SOUTH 30°23'55" WEST, 48.19 feet; NORTH 74°03'50" WEST, 63.32 feet; SOUTH 23°44'48" WEST, 267.78 feet; SOUTH 40°48'28" WEST, 184.74 feet; SOUTH 18°20'57" WEST, 106.68 feet; SOUTH 62°18'26" WEST, 136.47 feet to the South line of said Section 35; thence along said South line run NORTH 89°35'36" WEST, 2333 feet more or less to the East line of the Northwest Quarter of the Northwest Quarter of said section 35; thence South 00°03'18" EAST and along said East line, a distance of 1327.26 feet; thence North 89°20'25" WEST, 2815.98 feet; thence North 02°13'44" East, 611.24 feet To the South line of Giblin Road (60 foot right of way); thence South 90°00'00" East, and along said South line, 1415.30 feet thence departing said South right of way line, run NORTH 00°45'49" WEST, 60.38 feet; SOUTH 90°00'00" EAST, 15 feet; NORTH 00°00'00" WEST, 100 feet; SOUTH 90°00'00" WEST, 100 feet; SOUTH 00°00'00" EAST, 100 feet to the North right of way line of said Giblin Road; thence run SOUTH 90°00'00" WEST, and along said North right of way line, 1357.92 feet; thence NORTH 02°13'44" EAST, 644.15 feet; thence SOUTH 89°35'36" EAST, 1415.77 feet, to the Point of Beginning.

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EXHIBIT E

ESCROW AGREEMENT

Escrow Number: _____ Date: _____, 2024

Property Address: Southeast corner of the intersection of Todd Acres Road and Kooiman Road in the City of Mobile, Mobile County, Alabama

Escrow Amount: \$2,500,000.00

SCANNELL PROPERTIES #727, LLC, an Indiana limited liability company, or its assigns (the “Company”), THE CITY OF MOBILE, an Alabama municipal corporation (the “City”), MOBILE COUNTY, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), and the INDUSTRIAL PARK BOARD OF MOBILE COUNTY, an Alabama non-profit corporation established pursuant to Alabama Code § 11-23-1, *et seq.* (the “IPB”), are parties to that certain Project Development Agreement (the “Agreement”) dated as of _____, 2024, with respect to the above referenced property (the “Property”), which is more particularly described in the Agreement. The IPB has deposited the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the “Escrow Amount”), pursuant to Section 2(a) of the Agreement, with First American Title Insurance Company (the “Title Company”) to be held under the terms of this Escrow Agreement (the “Escrow Agreement”). As contemplated by Section 2(a) of the Agreement, the IPB hereby directs the Title Company to make payments to the Company within thirty (30) days following receipt of an invoice or invoices from the Company documenting reimbursement costs, fees and expenses incurred by the Company in designing, engineering, permitting, conducting studies, surveys and investigations for, developing, acquiring, constructing and/or installing the Roadway Improvements (as defined in the Agreement) including, but not limited to Construction Debt Origination (as defined the Agreement), Interest Rate Carry (as defined in the Agreement) and Interest Fees (as defined in the Agreement) applicable to the Roadway Improvements and such costs shall be disbursed by the Title Company to Company upon receipt of a written request from the IPB from the Escrow Amount.

The Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or entity, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or entity by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys’ fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said Escrow Amount, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred, provided however, that the IPB’s liability shall be limited to the amounts deposited.

Except as expressly provided herein, in no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Company, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of Company in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America ("Qualified Investments"). The funds invested in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Company shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: THE ESCROW FEES HAVE BEEN WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Escrow Agreement has been executed by City, Company, and the Title Company to be effective as of the date first written above.

CITY:

CITY OF MOBILE

By: _____

Printed: _____

Title: _____

MOBILE COUNTY, ALABAMA

By: _____

Printed: _____

Title: _____

INDUSTRIAL PARK BOARD OF MOBILE
COUNTY

By: _____

Printed: _____

Title: _____

COMPANY:

SCANNELL PROPERTIES #727, LLC
an Indiana limited liability company

By: _____
Marc D. Pfleging, Manager

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____

Printed: _____

Title: _____

EXHIBIT F

USE RESTRICTIONS

Subject to the terms, provisions and limitations set forth below, the following prohibited Primary Uses are as follows (capitalized terms below have the meaning given to them in the City of Mobile Unified Development Code dated June 7, 2022 and adopted July 12, 2022, as the same was in effect on the Effective Date of this Agreement).

- A. Coal Handling Facility
- B. Manufacturing Hazardous Materials
- C. Mining & Quarrying
- D. Drilling & Exploration (Oil and Gas)
- E. Dredged Material Management Facility
- F. Hazardous Substance Storage Tank
- G. Liquefied Natural Gas Storage and Processing
- H. Oil and Gas Storage
- I. Petroleum Recovery
- J. Petroleum Recycling
- K. Composting Facility
- L. Hazardous Waste Disposal
- M. Hazardous Waste Transfer
- N. Junkyard
- O. Recycling Drop Off
- P. Recycling Plant
- Q. Recycling Transfer Station
- R. Remediation Services
- S. Solid Waste Facility
- T. Solid Waste Disposal
- U. Solid Waste Transfer
- V. Waste Management Services

Notwithstanding the foregoing or anything contained herein to the contrary, the Use Restrictions shall not restrict or prohibit (A) any Accessory Use(s), (B) any uses that are permitted under any approvals, permits or other entitlements that are granted to any permittee/applicant by the City, the County, and/or IPB (each a “Governmental Party”) for any portion of the Project and/or the Project Site, (C) any use that is indicated as permissible under any zoning letter that is issued by a Governmental Party, and (D) any uses that are permitted by right under the applicable zoning ordinance for any portion of the Project and/or the Project Site. In this regard, under no circumstances shall the Use Restriction be interpreted or construed in a manner that is more restrictive than the current zoning applicable to a Project and/or any portion of the Project Site.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one automated side-load garbage truck for Public Services.

Amount of Contract:

\$403,759.71

Funding Source

General fund.

ATTACHMENTS:

1. 20240913 Sansom Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 17 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sansom Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sansom Equipment Co Inc for one automated side-load
garbage truck for Public Services.
Motor Pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$403,759.71

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract; competitive quotes.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>12699</u>	2024	(F7000) MOTOR POOL	AUTOMATED SIDE-LOAD GARBAGE TRUCK FOR PUBLIC SERVICES (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT))	\$403,759.71	(<u>190715</u>) <u>SANSOM</u> <u>EQUIPMENT CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012699-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ROTOPAC AUGER AUTOMATED SIDE LOADER GARBAGE TRUCK AS FOLLOWS: NEW WAY ROTOPAC AUTOMATED SIDE LOADING REFUSE BODY-27 CUBIC YARD CAPACITY; HOPPER ACCESS LADDER; AGITATOR W/HYDRAULIC VARIABLE HOPPER TUNNEL OPENING; REMOTE GREASE ZERKS-TAILGATE AND UPPER CYLINDER HINGE PINS;LED BODY LIGHTS, INCLUDING REVERSE AND LICENSE PLATE;LED WORK LIGHTS-ARM & HOPPER AREA;LED BEACON STROBE-CENTER OF TAILGATE;LED INTEGRATED STROBE LIGHT SYSTEM-UPPER FRONT BODY BULKHEAD/UPPER & LOWER TAILGATE CORNERS; SAFETY VISION QUAD CAMERA SYSTEM W/7" COLOR MONITOR-ARM, HOPPER, LH BLIND SPOT & REARVIEW; ARM NOT STOWED WARNING BUZZER; HOT SHIFT PTO,PISTON PUMP;LOW HYDRAULIC FLUID LEVEL INDICATOR W/SHUTDOWN;ARM CONTROLS SWITCHES UNDER SEAT;ARM CYCLE COUNTER;BODY FENDER SKIRTS VENDOR IS PROVIDING A DENNIS EAGLE PRO VIEW CHASSIS WIT A NEW WAY ROTOPAC BODY AS PER SOURCEWELL CONTRACT 110223-NWY AND YOUR QUOTE DATED 9-6-2024 Additional Description Notes	1.00 EACH	403759.71000	403759.71

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012699-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor SANSOM EQUIPMENT CO INC 2025 W I-65 SERVICE ROAD NORTH MOBILE, AL 36618 Tel#205-401-4040 Fax 251-631-3768	Ship To 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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/23/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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ROTOPAC AUGER AUTOMATED SIDE LOADER GARBAGE TRUCK AS FOLLOWS:

NEW WAY ROTOPAC AUTOMATED SIDE LOADING REFUSE BODY-27 CUBIC YARD CAPACITY; HOPPER ACCESS LADDER; AGITATOR W/HYDRAULIC VARIABLE HOPPER TUNNEL OPENING; REMOTE GREASE ZERKS-TAILGATE AND UPPER CYLINDER HINGE PINS;LED BODY LIGHTS, INCLUDING REVERSE AND LICENSE PLATE;LED WORK LIGHTS-ARM & HOPPER AREA;LED BEACON STROBE-CENTER OF TAILGATE;LED INTEGRATED STROBE LIGHT SYSTEM-UPPER FRONT BODY BULKHEAD/UPPER & LOWER TAILGATE CORNERS; SAFETY VISION QUAD CAMERA SYSTEM W/7" COLOR MONITOR-ARM, HOPPER, LH BLIND SPOT & REARVIEW; ARM NOT STOWED WARNING BUZZER; HOT SHIFT PTO,PISTON PUMP;LOW HYDRAULIC FLUID LEVEL INDICATOR W/SHUTDOWN;ARM CONTROLS SWITCHES UNDER SEAT;ARM CYCLE COUNTER;BODY FENDER SKIRTS

AS REQUESTED BY 2090-SANITATION.

1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP02070 .CAPEQUIPMT.			403759.71
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Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

New Way

Refuse trucks

#110223-NWY

Maturity Date: 12/28/2027

Website: refusetrucks.scrantonmfg.com/sourcewell

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 110223-NWY gives access to the following types of goods and services:

- Sidewinder XTR automated side loader (ASL)
- ROTO PAC auger-driven ASL
- Wolverine under-CDL capable ASL
- King Cobra rear loader (RL)
- Cobra Magnum RL
- Cobra High Compaction RL
- Cobra RL
- Viper RL
- Diamondback under-CDL RL
- Mammoth standard or lightweight front loaders
- Mamba Satellite sider loader
- New Way Trucks OEM parts

Locate your local dealer or representative

(nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#)[Setup Buy Sourcewell access](#)

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

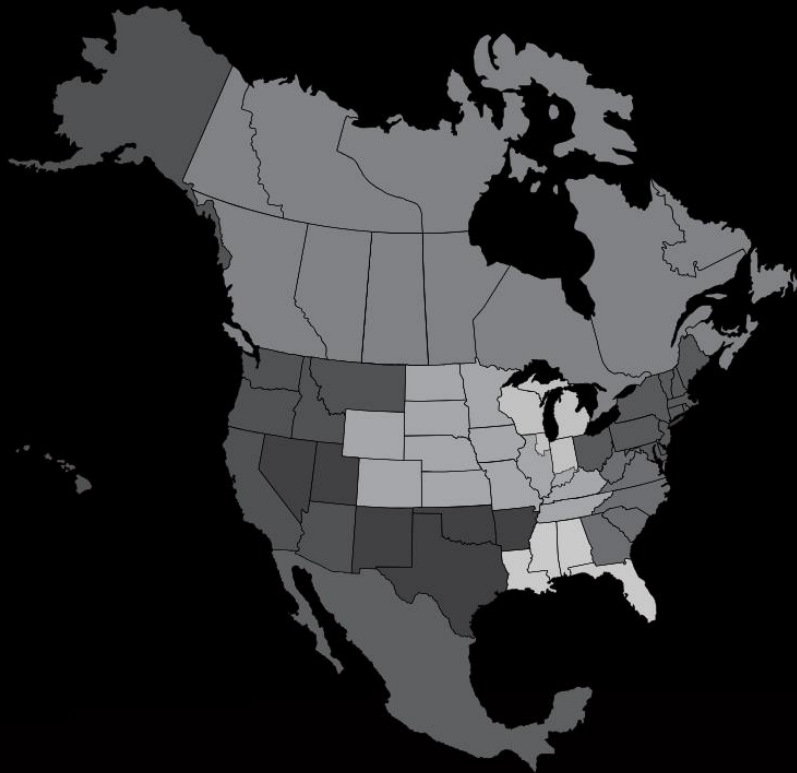
e2iQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

NORTH AMERICA DISTRIBUTOR LIST

The New Way Trucks Distributor Network lays the cornerstone for our entire organization, covering every state in the U.S. and all of Canada. New Way's vast presence continues to expand as more locales recognize the powerful impact of our refuse trucks. And whether you're looking for a garbage truck for sale or service on your New Way Truck, our network of New Way Trucks Authorized Distributors are ready to serve your needs wherever you live in the United States or Canada. Find their contact information below and get connected.

Click the territory in the map below to learn which New Way Regional Sales Manager covers it. To determine your local distributor, select your state or province from the dropdown menu below the map or scroll down and find it.



Jump to a State or Province

Alabama To get started, contact your local New Way RSM: KEN BEUGGER

DISTRIBUTOR AREA OF RESPONSIBILITY

Sansom Equipment Co.
(800) 501-0757 - Birmingham
(800) 435-3044 - Mobile
[website](#)

Serving all counties.

Alaska To get started, contact your local New Way RSM: DAVE SHORT

DISTRIBUTOR LOCATOR

United States & Canada

International

- ↳ Australia
- ↳ Bermuda
- ↳ Canada
- ↳ Costa Rica
- ↳ Fiji
- ↳ Malaysia
- ↳ Mexico
- ↳ New Zealand
- ↳ Papua New Guinea
- ↳ Philippines
- ↳ Puerto Rico
- ↳ Republic of Indonesia
- ↳ Republic of Vanuatu
- ↳ West Indies

GSA Sales Rep

CONTACT NEW WAY® TRUCKS

Driving The Difference®

809 Locust St
Scranton, IA 51462
Phone: 712 652 3396
Toll Free: 800 831 1858

[Contact Us →](#)



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- 🌐 Translate to Engl
- 📖 Open in sidebar
- 🔖 Add page to Colle
- 🔗 Share
- 📷 Screenshot
- 🔍 View page source
- 🔍 Inspect

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

State Departments, Boards, and Commissions
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Section 39-2-2(d)(2), *Ala. Code* 1975 as amended by Act No. 2023-497, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded herein below. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase of air conditioning or heating units and systems from an Alabama vendor who has been granted approved vendor status as part of the following contract award:

- Sourcewell RFP #070121

*****This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.**

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. See Section 39-2-2(d)(2)b, *Ala. Code* 1975. Further, upon request, the vendor is required to provide the governmental entity with a report of sales made during the previous 12-month period. See Section 39-2-2(d)(2)d, *Ala. Code* 1975.

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,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Halls Motorsports for one 2025 Polaris Ranger Crew XP 1000 Utility Vehicle for Animal Services.

Amount of Contract:

\$22,999.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240913 Halls Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 24 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Halls Motorsports

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Halls Motorsports for one 2025 Polaris Ranger Crew XP
1000 Utility Vehicle for Animal Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,999.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; competitive price quotes.

How many bidders received bid packages (if applicable): 5

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>11841</u>	2024	(1546) ANIMAL SHELTER	2025 POLARIS RANGER CREW XP 1000 UTLITY VEHICLE FOR ANIMAL SERVICES (PRICE BELOW BID REQUIREMENT; PRICE QUOTE)	\$22,999.00	<u>(080561) HALLS MOTORSPORTS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011841-00 FY 2024 Acct No: 1000.30.23.1546.1546.2300.0000.0000.47020. Review: Buyer: 910521245 Status: Approved
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Page 1

Vendor HALLS MOTORSPORTS 1520 W I-65 SERVICE RD S MOBILE, AL 36695 Tel#251-509-0999 Fax 251-666-7672	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference FOR ASSET NUMBER FOR SHELTER Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference For Asset Number Assignment
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	080561				ANIMAL SHELTER

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER YOUR QUOTE SIDE BY SIDE UTV YEAR: 2024 OR NEWER SEATING: 4-6 COLOR: SOLID COLOR (BLACK, WHITE, GREEN, SILVER, OR GREY. NO CAMO) ENGINE/DRIVETRAIN: 750CC (PLUS) POWER: GAS OR DIESEL GROUND CLEARANCE: 12 PLUS INCHES STEERING: POWER STEERING TRANSMISSION: AUTOMATIC ACCESSORIES: FRONT RECOVERY WINCH, FRONT AND REAR BRUSH CARDS Additional Description Notes	1.00 EACH	22999.00000	22999.00
--	--------------	-------------	----------

VENDOR TO SUPPLY 2025 POLARIS® RANGER CREW XP 1000 PREMIUM

Stock Number PO764891
 Vin 4XARSE995S8764891
 Vendor Item

1 1000.30.23.1546.1546.2300.0000.0000.47020.	22999.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011841-00 FY 2024 Acct No: 1000.30.23.1546.1546.2300.0000.0000.47020. Review: Buyer: 910521245 Status: Approved
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Page 2

Vendor HALLS MOTORSPORTS 1520 W I-65 SERVICE RD S MOBILE, AL 36695 Tel#251-509-0999 Fax 251-666-7672	Ship To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference FOR ASSET NUMBER FOR SHELTER Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference For Asset Number Assignment
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	080561				ANIMAL SHELTER

LN Description / Account	Qty	Unit Price	Net Price
Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 251-208-2800 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 22999.00

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

Account 1000.30.23.1546.1546.2300.0000.0000.47020. ANIMAL SHELTER EXP	Amount Remaining Budget 22999.00 96009.59 EQUIPMENT (LESS THAN \$5000)
---	--

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

Activity	Date	Clerk	Comment
CCancelled	09/13/24	LONELL HARRIS	GL Allocation changed
Approved	09/13/24	DONALD ROSE	Auto approved by: 910521245
Approved	09/13/24	SANDRA LEWIS	Auto approved by: 910521245
Approved	09/13/24	STEVEN KRONINGER	Auto approved by: 910521245
Approved	09/13/24	SAMANTHA COOLEY	Auto approved by: 910521245
Approved	09/13/24	LONELL HARRIS	
Approved	09/13/24	ANNE FOLEY	Auto approved by: 910521245



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cain's Tree & Landscape, Inc for removal of 27 tree hazards on Old Shell Road from Batre Lane to Myrtlewood Lane.

Amount of Contract:

\$41,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240913 Cain Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 24 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Cain's Tree & Landscape, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cain's Tree & Landscape, Inc for removal of 27 tree hazards on Old Shell Road from Batre Lane to Myrtlewood Lane.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$41,900.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5898.

How many bidders received bid packages (if applicable): 30+web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13725</u>	2024	(2018) FORESTRY	REMOVE 27 TREE HAZARDS ON OLD SHELL ROAD FROM BATRE LANE TO MYRTLEWOOD LANE (SEALED BID 5898)	\$41,900.00	<u>(296252) CAIN'S TREE & LANDSCAPE, INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013725-00 FY 2024
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: Approved
	Page 1
=====	=====

Vendor
CAIN'S TREE & LANDSCAPE, INC.
8701 THREE NOTCH ROAD

MOBILE, AL 36619

Tel#2516540862
Fax 251-654-0389

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605
PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/15/24	296252				FORESTRY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE REMOVAL-OLD SHELL ROAD FROM BATRE LANE TO MYRTLEWOOD LANE-REMOVE APPROX. 17 OAKS AND 10 CANFERS ALONG HILLSIDE-FLUSH CUT STUMPS-HAUL ALL DEBRIS. WORK TO BE PERFORMED ON WEEKENDS AS PER CITY OF MOBILE BID #5898 AND YOUR QUOTE	1.00 EACH	41900.00000	41900.00

1 1000.40.20.2070.2018.2070.0000.0000.42070. 41900.00

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 41900.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	41900.00	131577.48

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013725-00 FY 2024 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
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Page 2

Vendor
 CAIN'S TREE & LANDSCAPE, INC.
 8701 THREE NOTCH ROAD

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

MOBILE, AL 36619

Tel#2516540862
 Fax 251-654-0389

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/15/24	296252				FORESTRY

Account
 FORESTRY EXP

CONTRACT LABOR

Amount Remaining Budget

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

Activity	Date	Clerk	Comment
Approved	08/15/24	SHONNDA SMITH	
Approved	08/15/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/18/24	DONALD ROSE	Auto approved by: 9105paij
Approved	09/18/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/18/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/18/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/18/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/18/24	JOHN PAINE	
Approved	09/18/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5898
TREE REMOVALS

CAIN'S TREE & LANDSCAPE	\$41,900.00
HAMMCO TREE SERVICE	\$54,200.00
TLC CONSTRUCTION & SERV	\$57,362.00
GREENVIEW SOLUTIONS	\$89,400.00
CHRIS FRANCIS TREE CARE	\$109,800.00
DAVEY TREE EXPERT CO	\$127,990.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: en Buyer: 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:
8/20/2024	5898	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01PM, FRIDAY, SEPTEMBER 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TREE REMOVALS Removals of trees on North side of Old Shell Road between Myrtlewood Lane and Batre Lane. As these trees are on a slope, this bid will be for tree removals only. Stumps will be left. There will be no stump grinding. There will be no limb pruning Work is defined on the attached sheets. A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Thursday, September 5, 2024, at 10:30 am. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. Page 1 of 3					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The following is required and must be filled in: Registration Number with Secretary of State Office _____ City of Mobile Business License Number _____ E-Verify Enrollment Number _____ Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____ Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor’s equipment prior to award for compliance with equipment specifications and conformance to safety equipment. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under <u>Bid #5898</u>. It is the bidder’s responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has your company name on the outside along with either the date and time of the bid opening, <u>12:01 P.M., Friday, September 13, 2024</u>, or the <u>Bid #5898</u>. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 P.M., Friday, September 13, 2024</u>. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Any bids delivered after 12:01 P.M., Friday, September 13, 2024 will be returned unopened. 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Location: North Side of Old Shell Road between Myrtlewood Lane & Batre Lane

Project Overview: The City of Mobile is seeking bids from qualified contractors for the removal of designated water oaks (*Quercus nigra*), laurel oaks (*Quercus laurifolia*), and red oaks (*Quercus rubra*) located on the north side of Old Shell Road between Myrtlewood Lane and Batre Lane. This project includes the complete removal of trees, associated debris, and the cutting of stumps flush with the ground level.

Scope of Work:

1. Tree Removal:

- **Trees to be Removed:** All water oaks, laurel oaks, and red oaks as marked by the City of Mobile within the specified project area.
- **Removal Process:** Trees must be safely and completely removed, ensuring minimal disturbance to the surrounding area.

2. Debris Removal:

- **Debris Handling:** All tree debris, including branches, leaves, trunks, and smaller vegetative matter, must be collected and removed from the site.
- **Disposal:** The contractor is responsible for the legal disposal of all debris at an appropriate facility. The method of disposal or the location must be specified in the bid.

3. Stump Treatment:

- **Stump Cutting:** Stumps are to be cut flush with the ground level. No grinding or complete removal of stumps is required unless specifically noted otherwise.

Standards and Compliance:

1. Industry Standards:

- **ANSI A300:** The contractor must adhere to the ANSI A300 standards for tree care operations, ensuring all pruning, cutting, and removal practices are performed in accordance with these guidelines.
- **ANSI Z133:** All safety practices must comply with the ANSI Z133 standards, which cover safety requirements for arboricultural operations. This includes the use of personal protective equipment, safe work procedures, and equipment safety.

2. Ordinance Adherence:

- All work must comply with the City of Mobile's tree management practices and any applicable state or local regulations concerning tree removal in public areas.

3. Environmental Considerations:

- The contractor is responsible for protecting the surrounding environment and infrastructure during the removal process. Measures should be in place to avoid damage to nearby trees, structures, and utilities.

Contractor Requirements:

1. Qualifications:

- **Arborist Requirement:** The contractor must have a certified arborist on staff who will oversee the project and ensure that all work is performed according to best practices in arboriculture.
- **Experience:** The contractor must have substantial experience in urban tree removal, particularly with large, mature trees in public right-of-ways.

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of 16 ft on minor streets, 16 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

To include and service roads (both sides) running along the side and parallel to the main street.

2. **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.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

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(1) 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 18 (eighteen) 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 pre-cut to prevent splitting.
6. All stumps are to be ground such that they are mowable. 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 on Saturday, between the hours of 9:00 am and 4:00 pm.
13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.
14. "One Call" should be notified to come mark utilities.
15. If live wires are in the way, notify the City and power company.
16. If access is needed to private property, the vendor will need to coordinate with the property owner.
17. Permits are not needed for the trees/locations on the bid.

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 60 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 Hurst 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.

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 indication 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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cain's Tree & Landscape, Inc to prune and remove trees on Cottage Hill Road from Grant Street to city limits.

Amount of Contract:

\$132,000

Funding Source

General fund.

ATTACHMENTS:

1. 20240919 Cain Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 24 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Cain's Tree & Landscape, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cain's Tree & Landscape, Inc to prune and remove trees
on Cottage Hill Road from Grant Street to city limits.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$132,00.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5897.

How many bidders received bid packages (if applicable): 30+web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Lowest bid did not meet specifications and withdrew bid.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14800</u>	2024	(2018) FORESTRY	PRUNE AND REMOVE TREES ON COTTAGE HILL ROAD FROM GRANT STREET TO CITY LIMITS (SEALED BID 5897)	\$132,000.00	<u>(296252) CAIN'S TREE & LANDSCAPE, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014800-00 FY 2024 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
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Page 1

Vendor
 CAIN'S TREE & LANDSCAPE, INC.
 8701 THREE NOTCH ROAD

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

MOBILE, AL 36619

Tel#2516540862
 Fax 251-654-0389

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/19/24	296252				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE WORK - COTTAGE HILL VENDOR TO REMOVE TREES AS INDICATED BY MAP PROVIDED AND TO TRIM / PRUNE RIGHT OF WAY TO SPECIFICATIONS AS PER CITY OF MOBILE BID # 5879	1.00 EACH	132000.00000	132000.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			132000.00

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 132000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	132000.00	131577.48
FORESTRY EXP	CONTRACT LABOR	

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014800-00 FY 2024 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
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Page 2

Vendor
 CAIN'S TREE & LANDSCAPE, INC.
 8701 THREE NOTCH ROAD

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

MOBILE, AL 36619

Tel#2516540862
 Fax 251-654-0389

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/19/24	296252				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk	Comment		
	Approved 09/19/24 SHONNDA SMITH			
	Approved 09/19/24 CHERI BOUCHER	Auto approved by: 910518244		
	Approved 09/19/24 DONALD ROSE	Auto approved by: 9105paij		
	Approved 09/19/24 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 09/19/24 STEVEN KRONINGER	Auto approved by: 9105paij		
	Approved 09/19/24 SAMANTHA COOLEY	Auto approved by: 9105paij		
	Approved 09/19/24 LONELL HARRIS	Auto approved by: 9105paij		
	Approved 09/19/24 ANNE FOLEY	Auto approved by: 9105paij		
	Approved 09/19/24 JOHN PAINE			
	Approved 09/19/24 MICHAEL SPAFFORD	Auto approved by: 9105paij		

Authorized By: _____ Date: _____
 Signature

BID TAB FOR BID #5897

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	SPRINGHILL	COTTAGE HILL
CHRIS FRANCIS TREE CARE	\$351,540.00	\$215,400.00
GREENVIEW SOLUTIONS	\$352,660.00	\$32,312.50
		BID WITHDRAWN
HAMMCO TREE SERVICE	\$157,022.85	\$167,852.08
	BID WITHDRAWN	
CAINS TREE SERVICE		\$132,000.00
TLC CONSTRUCTION AND TREE	\$430,000.00	\$600,000.00
THE DAVEY TREE EXPERT CO	\$573,900.00	\$381,795.00

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: _____ en Buyer: 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:
8/19/2024	5897	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than 12:01PM, FRIDAY, SEPTEMBER 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following street as per the following and attached. - Springhill Avenue - From Dauphin Street to Zeigler/Forrest Hill Drive intersection - Cottage Hill Road - Grant Street to Mobile City limits Work is defined on the attached sheets. A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Thursday, September 5, 2024, at 10:30 am. Vendors shall provide with this bid the following: - Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. - Their City of Mobile Business License Number. - Their registration with the E-Verify Program, Federal and State. - Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. Page 1 of 3					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

**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.

Page 172 of 512

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Any bids delivered after 12:01 P.M., Friday, September 13, 2024 will be returned unopened. 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM/STREET/SECTION 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.

Springhill Avenue

From Dauphin Street to Zeigler/Forrest Hill Drive intersection

\$ _____

Cottage Hill Road

Grant Street to Mobile City limits

\$ _____

MAPS

SPRINGHILL AVENUE

Link: <https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=ace9ec7e32a6443e9933b5f34afc7eb3>

GREEN DOTS are trees to be trimmed

RED DOTS are trees to be removed

COTTAGE HILL ROAD

There are no maps.

Trees to be removed are marked physically.

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of 16 ft on minor streets, 16 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

To include and service roads (both sides) running along the side and parallel to the main street.

2. **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.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

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(1) 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 18 (eighteen) 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 are to be ground such that they are mowable. 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 on Saturday, between the hours of 9:00 am and 4:00 pm.
13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.
14. "One Call" should be notified to come mark utilities.
15. If live wires are in the way, notify the City and power company.
16. If access is needed to private property, the vendor will need to coordinate with the property owner.
17. Permits are not needed for the trees/locations on the bid.

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 60 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.

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 indication 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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Chris France Tree Care to prune and remove trees on Springhill Avenue from Dauphin Street to Ziegler Blvd/Forest Hill Drive intersection.

Amount of Contract:

\$351,540.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240919 Francis Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 24 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Chris Francis Tree Care

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Chris France Tree Care to prune and remove trees on
Springhill Avenue from Dauphin Street to Ziegler Blvd/Forest Hill Drive intersection.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$351,540.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5897.

How many bidders received bid packages (if applicable): 30+web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Lowest bid did not meet specifications and withdrew bid.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14799</u>	2024	(2018) FORESTRY	PRUNE AND REMOVE TREES ON SPRINGHILL AVENUE FROM DAUPHIN STREET TO ZIEGLER BLVD/FOREST HILL DRIVE INTERSECTION (SEALED BID 5897)	\$351,540.00	(296256) CHRIS FRANCIS TREE CARE

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014799-00 FY 2024 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 CHRIS FRANCIS TREE CARE
 8727 GLOVER LN

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

DAPHNE, AL 36526

Tel#251-367-8733

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/19/24	296256				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE WORK - SPRINHILL Avenue VENDOR TO REMOVE TREES AS INDICATED BY MAP PROVIDED AND TO TRIM / PRUNE RIGHT OF WAY TO SPECIFICATIONS AS PER CITY OF MOBILE BID # 5897	1.00 EACH	351540.00000	351540.00

1 1000.40.20.2070.2018.2070.0000.0000.42070. 351540.00

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 351540.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		
FORESTRY EXP	351540.00	131577.48
CONTRACT LABOR		

BID TAB FOR BID #5897

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	SPRINGHILL	COTTAGE HILL
CHRIS FRANCIS TREE CARE	\$351,540.00	\$215,400.00
GREENVIEW SOLUTIONS	\$352,660.00	\$32,312.50
		BID WITHDRAWN
HAMMCO TREE SERVICE	\$157,022.85	\$167,852.08
	BID WITHDRAWN	
CAINS TREE SERVICE		\$132,000.00
TLC CONSTRUCTION AND TREE	\$430,000.00	\$600,000.00
THE DAVEY TREE EXPERT CO	\$573,900.00	\$381,795.00

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: en Buyer: 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:
8/19/2024	5897	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than 12:01PM, FRIDAY, SEPTEMBER 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following street as per the following and attached. - Springhill Avenue - From Dauphin Street to Zeigler/Forrest Hill Drive intersection - Cottage Hill Road - Grant Street to Mobile City limits Work is defined on the attached sheets. A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Thursday, September 5, 2024, at 10:30 am. Vendors shall provide with this bid the following: - Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. - Their City of Mobile Business License Number. - Their registration with the E-Verify Program, Federal and State. - Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. Page 1 of 3					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be 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/
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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The following is required and must be filled in: Registration Number with Secretary of State Office _____ City of Mobile Business License Number _____ E-Verify Enrollment Number _____ Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES _____ NO _____ Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under <u>Bid #5897</u>. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has your company name on the outside along with either the date and time of the bid opening, <u>12:01 P.M., Friday, September 13, 2024</u>, or the <u>Bid #5897</u>. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 P.M., Friday, September 13, 2024</u>. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Any bids delivered after 12:01 P.M., Friday, September 13, 2024 will be returned unopened. 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM/STREET/SECTION 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.

Springhill Avenue

From Dauphin Street to Zeigler/Forrest Hill Drive intersection

\$ _____

Cottage Hill Road

Grant Street to Mobile City limits

\$ _____

MAPS

SPRINGHILL AVENUE

Link: <https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=ace9ec7e32a6443e9933b5f34afc7eb3>

GREEN DOTS are trees to be trimmed

RED DOTS are trees to be removed

COTTAGE HILL ROAD

There are no maps.

Trees to be removed are marked physically.

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of 16 ft on minor streets, 16 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

To include and service roads (both sides) running along the side and parallel to the main street.

2. **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.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

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(1) 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 18 (eighteen) 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 are to be ground such that they are mowable. 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 on Saturday, between the hours of 9:00 am and 4:00 pm.
13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.
14. "One Call" should be notified to come mark utilities.
15. If live wires are in the way, notify the City and power company.
16. If access is needed to private property, the vendor will need to coordinate with the property owner.
17. Permits are not needed for the trees/locations on the bid.

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 60 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.

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 indication 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**



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Priority Dispatch Corp for annual renewal of Priority Dispatch Q Plus Expert emergency dispatch quality assurance software and support for MFRD.

Amount of Contract:

\$35,560.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240919 Priority Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 24 September 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Priority Dispatch Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Priority Dispatch Corp for annual renewal of Priority Dispatch Q Plus Expert emergency dispatch quality assurance software and support for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$35,560.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14770</u>	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF PRIORITY DISPATCH Q PLUS EXPERT EMERGENCY DISPATCH QUALITY ASSURANCE SOFTWARE AND SUPPORT FOR MFRD (BID EXEMPT AS SOFTWARE)	\$35,560.00	<u>(275228)</u> <u>PRIORITY DISPATCH CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014770-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 PRIORITY DISPATCH CORP
 110 SOUTH REGENT STREET
 SUITE 500

SALT LAKE CITY, UT 84111

Tel#801-363-9127
 Fax 801-363-9144

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
09/18/24	275228				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15).

PRICE PER QUOTE #Q-75930. 001 SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	1.00 EACH	19760.00000	19760.00
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Additional Description Notes

Q Plus Expert case review and reporting. Qty 988 Subscription auto-renews
 without written cancellation per Quote Q-75930

Vendor Item
 Inventory Item/Loc 1719

1 1000.30.15.1510.1522.1510.0000.0000.42140.	19760.00
--	----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014770-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42140. Review: Buyer: 9105fofa Status: Approved	Page 2
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Vendor PRIORITY DISPATCH CORP 110 SOUTH REGENT STREET SUITE 500 SALT LAKE CITY, UT 84111 Tel#801-363-9127 Fax 801-363-9144	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
09/18/24	275228				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes ----- Q Plus Expert case review and reporting. qty 790 Subscription auto-renews without written cancellation per Quote Q-75930 Vendor Item Inventory Item/Loc 1719	1.00 EACH	15800.00000	15800.00
1	1000.30.15.1510.1522.1510.0000.0000.42140.			15800.00

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 35560.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42140.		
FIRE SUPPRESSION DIV EXP	35560.00	228973.21
MISCELLANEOUS SERVICES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014770-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 3

Vendor
 PRIORITY DISPATCH CORP
 110 SOUTH REGENT STREET
 SUITE 500

SALT LAKE CITY, UT 84111

Tel#801-363-9127
 Fax 801-363-9144

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
09/18/24	275228				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/18/24	DONALD ROSE	Approved by: 9105fo1a
Approved	09/18/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	09/18/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	09/18/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	09/18/24	LONELL HARRIS	Auto approved by: 910516727
Approved	09/18/24	ANNE FOLEY	Auto approved by: 910516727
Approved	09/18/24	JOHN PAINE	Auto approved by: 910516727
Approved	09/18/24	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	09/18/24	ANNE FOLEY	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt
Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to the Broad Street Redevelopment project for FY2025. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Baltimore Street and Phase IV includes improvements on Dr. Martin Luther King Avenue from Beauregard to the intersection of the Three Mile Creek Greenway Trail. The scope of this project includes the reconstruction of the road bed, curb and gutter, inlets, and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

Amount of Contract:

1,300,000

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter
2. Rebuild Alabama Resolution 2024
3. Rebuild Alabama Transportation Plan Worksheet 2025

REVIEWERS:

Lana Gauthier

Lana Gauthier



September 6, 2024

Dear Councilmembers:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to the Broad Street Redevelopment project for FY2025. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Baltimore Street and Phase IV includes improvements on Dr. Martin Luther King Avenue from Beauregard to the intersection of the Three Mile Creek Greenway Trail. The scope of this project includes the reconstruction of the road bed, curb and gutter, inlets, and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

A handwritten signature in black ink, appearing to read 'Nick Amberger'.

Nick Amberger, P.E.
Executive Director
Engineering and Infrastructure

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,300,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/Dr. MLK Jr Ave./Broad St.	\$1,300,000.00
-----	---------------------------------	----------------

ADOPTED:

CITY CLERK

FY 2025 City Transportation Plan
City of Mobile, AL



Date Approved by the Council of the City of Mobile, AL: August __, 2024

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

Table with 15 columns: Map Index, Project No., Road Name/Number, Begin (Lat, Long), End (Lat, Long), Project Details (Road Improvement, Bridge Improvement, Project Length, Description of Work), Total Project Estimated Cost, Estimated Amount Planned To Be Utilized Under Competitive Bid, Estimated Amount Planned To Be Utilized Under Public Works, Amount Expended exempt from Competitive and/or Public Works Contracts, City Rebuild Alabama Funds, CRAF Amount. Includes project data for Dr. Martin Luther King Jr. Ave and Reauregard St, and a Totals/Page Totals row.

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive \$3,000,000.00 in grant funds from the Alabama Department of Transportation (ALDOT) for the Highway Safety Improvement Program (HSIP). (Sponsored by Mayor Stimpson) (Submitted by Nicholas Amberger, Executive Director of Engineering and Infrastructure)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_ALDOTHSIP_HallsMill__09-16-24
2. Email Confirming County Match

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the ALDOT Highway Safety Improvement Program (HSIP) a grant in the amount of \$3,000,000.00 to support the addition of paved shoulders along Halls Mill Road. A 10% local match (\$300,000.00) is required for this grant. Those funds will come from Mobile County Pay-Go (2018 Group B).

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said funding and to sign any agreements or other documents in connection with this grant application and to provide any information required by ALDOT. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the use and expenditure of Pay-GO funds in the amount of \$300,000.00 to be used as a match if the grant is awarded in full.

Adopted:

City Clerk

From: [Rumpf, Michelle](#)
To: [Levy, Tiffany](#)
Subject: Fw: MCR2018-012 (Mobile Streets) - Halls Mill Rd (RRR)
Date: Tuesday, September 17, 2024 2:53:30 PM
Attachments: [image001.png](#)
[image002.png](#)

Match correspondence for the Halls Mill HSIP.

Michele Rumpf

Grants Developer
City of Mobile
Government Plaza, South Tower, Rm. 451
205 Government Street
Mobile, AL 36602
251-208-7971 (o)
251.767.9093 (c)

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Tuesday, September 17, 2024 8:06 AM
To: Angle, Laura <laura.angle@cityofmobile.org>; Rumpf, Michelle <michelle.rumpf@cityofmobile.org>
Subject: FW: MCR2018-012 (Mobile Streets) - Halls Mill Rd (RRR)

Email from Kim at the County regarding the HSIP match.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Forrester, John <forresterj@cityofmobile.org>
Sent: Tuesday, September 17, 2024 8:04 AM

To: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Subject: FW: MCR2018-012 (Mobile Streets) - Halls Mill Rd (RRR)

From: Kim Sanderson <Kim.Sanderson@mobilecountyal.gov>
Sent: Tuesday, September 17, 2024 7:55 AM
To: Forrester, John <forresterj@cityofmobile.org>
Subject: RE: MCR2018-012 (Mobile Streets) - Halls Mill Rd (RRR)

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

Good morning, John. Since the 2018 Program has not been closed, and the requested funding is for work that matches the description in the program and within the limits of the described PAYG project, I am approving the City to use a portion of the remaining funds for the match, for what sounds like a very good improvement to Halls Mill Road.

Thank you,
Kim

From: Forrester, John <forresterj@cityofmobile.org>
Sent: Friday, September 13, 2024 10:18 AM
To: Kim Sanderson <Kim.Sanderson@mobilecountyal.gov>
Subject: MCR2018-012 (Mobile Streets) - Halls Mill Rd (RRR)

Kim,
When we completed our 2018 PAYGO resurfacing program, MCR2018-012 (RRR) experienced an under run of \$846,152.36 in the funding provided for the streets included in the this program. Segments of Halls Mill Rd is included in this program (from Satchel Paige Dr to Houston St & S.R. 193 to 0.1 mile west of Lees Ln).

We are applying for a grant with ALDOT, Highway Safety Improvement Program (HSIP), to construct paved shoulders along Halls Mill Rd within the segments listed above. The City is requesting to utilize the remaining funding balance to fund the grant match of 10%. In the event we are awarded the grant, any match required will be covered paid for using a portion of the remaining funding in MCR2018-012, reimbursements will be requested upon payment to ALDOT, along with required documentation.

I just wanted to confirm our conversation that utilizing these funds will be recognized by the County

under the RRR program for MCR2018-012.

Thanks,

John Forrester, P.E.

Assistant City Engineer

Engineering Department

forresterj@cityofmobile.org

(251) 208-7243 direct

(251) 591-9100 cell



CAUTION: External Sender. Please do not click on links or open attachments from senders you do not trust.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. TEFRA

REVIEWERS:

Lana Gauthier

Lana Gauthier

A RESOLUTION APPROVING, SOLELY FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND THE WISCONSIN INTERLOCAL COOPERATION PROVISION (AS DEFINED BELOW), THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS BY THE PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$235,000,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE AND REFUNDING BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsored by: Councilmember C. J. Small

WHEREAS, the City of Mobile, Alabama (the “**City**”) is a duly organized and validly existing municipal corporation under the laws and Constitution of the State of Alabama (the “**State**”); and

WHEREAS, Public Finance Authority (the “**Issuer**”) is a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as “qualified 501(c)(3) bonds” (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the “**Code**”)) in an aggregate maximum stated principal amount not to exceed \$235,000,000 (the “**Bonds**”) for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama, the State of Florida, the Commonwealth of Kentucky, the State of Nevada and the State of West Virginia, as more specifically identified on **Exhibit A** attached hereto (each a “**Project**” and collectively the “**Projects**”), which will be owned by the borrowers identified in **Exhibit A**, attached hereto (collectively, the “**Borrowers**”), the sole member of each of which is Patriot Services Group, Inc., a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 501(c)(3) of the Code (the “**Sole Member**”), must be approved by the applicable elected representative (as defined under Section 1.147(f)-1 of the U.S. Treasury Regulations) of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, in order to issue the Bonds to finance and/or refinance the Mobile, Alabama Project (as defined below), the Issuer requires, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Issuer must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the project is to be located (the “**Wisconsin Interlocal Cooperation Provision**”); and

WHEREAS, Sunset on the Bayou 2021 LLC, an Alabama limited liability company (the “**Mobile, Alabama Borrower**”), has requested that the City approve the financing and/or refinancing of the Sunset

on the Bayou Project described in Exhibit A, which is located within the corporate limits of Mobile, Alabama (the “Mobile, Alabama Project”), and the issuance of the Bonds (with up to a maximum amount of \$12,552,645 of which will be allocable to the Mobile, Alabama Project) in order to satisfy the requirements of Section 147(f) of the Code, Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and the Wisconsin Interlocal Cooperation Provision; and

WHEREAS, the Mobile, Alabama Borrower has further represented to the City that the proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer (the “Hearing Officer”) on behalf of the City Council, as the governing body of the City, on September __, 2024 (the “Hearing”); after publication in the Call News on September __, 2024, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as Exhibit B (the “Public Hearing Officer Certificate”); and

WHEREAS, the Public Hearing Officer Certificate indicates said public hearing disclosed no compelling reason why the Bonds should not be issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Mobile, Alabama, as follows:

SECTION 1. The Council hereby finds, determines and declares as follows:

- A. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.
- B. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.
- C. The Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Mobile, Alabama Project is located.

SECTION 2. The City Council hereby: (i) accepts the service of the Hearing Officer and the Public Hearing Officer Certificate; and (ii) approves the issuance of the Bonds in the maximum aggregate principal amount of \$235,000,000 (with up to a maximum amount of \$12,552,645 of which will be allocable to the Mobile, Alabama Project) by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Project. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Project is located.

SECTION 3. For the purposes of the Wisconsin Interlocal Cooperation Provision and Section 4 of the Joint Exercise Agreement, the City Council authorizes the Issuer to issue the Bonds in the maximum aggregate principal amount of \$235,000,000 (with up to a maximum amount of \$12,552,645 of which will be

allocable to the Mobile, Alabama Project) and to loan the proceeds thereof to the Borrowers to finance or refinance the Projects, including the Mobile, Alabama Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing and/or refinancing of the Mobile, Alabama Project to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

SECTION 4. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 5. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code, the Wisconsin Interlocal Cooperation Provision and Section 4 of the Joint Exercise Agreement, may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 6. This Resolution shall become effective immediately, upon its passage.

Adopted:

City Clerk

EXHIBIT A

DESCRIPTION OF PROJECTS

<u>Borrower Name</u>	<u>Project Name</u>	<u>Number of Units</u>	<u>Project Address</u>	<u>Project Jurisdiction</u>
WV 2020 Holding LLC, a Delaware limited liability company	Aracoma Apartments	26	1420 Virginia St. E., Charleston, WV 25301	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Belvedere Apartments	29	1506 Virginia St. E., Charleston, WV 25311	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Chateau Apartments	14	24 Bradford Street, Charleston, WV 25301	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Cavalier Apartments	29	1316 Virginia St. E., Charleston, WV 25301	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	One Morris Apartments	85	1 Morris St., Charleston, WV 25301	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Parkview Terrace Apartments	10	227/229 Henson Ave., South Charleston, WV 25303	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Summerfield Apartments	18	1331 Virginia St. E., Charleston, WV 25301	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Grandview Pointe Apartments	96	703 Grandview Pointe, Dunbar, WV 25064	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Walnut Hills Apartments	28	1050 Ben Road, Saint Albans, WV 25177	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Greenbrier Gardens Apartments	175	700 Canterbury Drive, Charleston, WV 25314	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Village Hill Apartments	123	5400 Big Tyler Rd., Cross Lanes, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Brenmick Apartments*	20	5119 Big Tyler Rd., Cross Lanes, WV 25313	Kanawha County, West Virginia

WV 2020 Holding LLC, a Delaware limited liability company	Tyler Apartments*	16	5118 Big Tyler Rd., Cross Lanes, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Kelly Manor Townhouses	10	5355 Big Tyler Rd., Cross Lanes, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	West Gate Townhouses	12	5102 - 5124 Robin Street, Cross Lanes, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Heritage Gardens Apartments	27	126 Goff Mountain Rd., Cross Lanes, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	River East Townhouses	18	1607 W. DuPont Ave., Belle, WV 25015	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Broadway Gardens Apartments	32	105 Broadway Ave., Nitro, WV 25413	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Olde English I Apartments	68	5494, 5496 & 5408 W. Washington St., Charleston, WV 25313	Kanawha County, West Virginia
WV 2020 Holding LLC, a Delaware limited liability company	Olde English II Apartments	8	4932, 4934 W. Washington St., Charleston, WV 25313	Kanawha County, West Virginia
2017 IAVF Rubix LLC, a Florida limited liability company	The Rubix Apartments	236	5300 E. Craig Road, Las Vegas, Clark County, Nevada	Clark County, Nevada
PSG Vesta Derby Oaks LLC, a Delaware limited liability company	Vesta Derby Oaks Apartments	418	3237 Utah Avenue, Louisville, Jefferson County, Kentucky 40215	Louisville/Jefferson County Metro Government, Kentucky
Sunset on the Bayou 2021 LLC, an Alabama limited liability company	Sunset on the Bayou	104	2001 Brill Rd., Mobile, Alabama 36605	Mobile, Alabama
Patriot Plaza Apartments 2021 LLC, a Florida limited liability company	Patriot Plaza Apartments fka Topaz Plaza	281	3780 University Club Blvd., Jacksonville, Duval County, Florida 32277	Jacksonville, Florida
Millennia Jax 2021 LLC, a Florida limited liability company	Patriot Spring Apartments fka Springfield Apartments	51	1411 N Jefferson St., Jacksonville, Duval County, Florida 32209	Jacksonville, Florida

Millennia Jax 2021 LLC, a Florida limited liability company	Patriot Spring on the Market Apartments fka Market Street Apartments	17	1205 N Market St., Jacksonville, Duval County, Florida 32206	Jacksonville, Florida
Total		1,233		

*Operated together as a single Project.

**CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE SECTION 147(f))**

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of tax-exempt bonds by Public Finance Authority (the "**Issuer**"), in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed \$235,000,000 (the "**Bonds**").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was telephonically held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A**.
2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Mobile, Alabama, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the projects to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this ___ day of September, 2024.

By: _____
Hearing Officer

ATTACHMENT A
AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached.]

ATTACHMENT B
NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

[]



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resub Lot 6
2. Council Resolution Todd Acres 09.09.2024 (4)

REVIEWERS:

Lana Gauthier

Lana Gauthier



400ft

1:246,952 497,205 0170170 feet

All rights reserved

RESOLUTION REQUESTING THAT THE PLANNING
COMMISSION CONSIDER THE REZONING OF LOT 6
OF TODD ACRES INDUSTRIAL PARK SUBDIVISION

Sponsored by Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby request that the Planning Commission consider rezoning Lot 6 of Todd Acres Industrial Park Subdivision from B-5, Office Distribution, to R-1, Single-Family Residential, and make a recommendation to the Council.

ADOPTED:

CITY CLERK

R E S O L U T I O N

Sponsored by: Councilmember C. J. 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: STA Mart, LLC
Location: STA Mart
 3110 Dauphin Island Parkway
 Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Clerk
09/16/2024	TRANSFER - OWNERSHIP	2024 - 5684	129870	3	LISA A. LAMBERT October 1, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

STA MART LLC

Trade Name (DBA)

STA MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Action Date
09/16/2024	TRANSFER - OWNERSHIP	2024 - 5684	129870	3	October 1, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

STA MART LLC

Trade Name (DBA)

STA MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

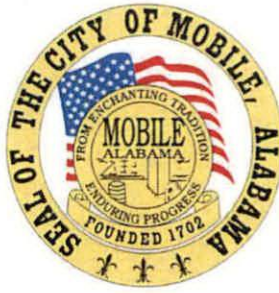
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Action
09/16/2024	TRANSFER - OWNERSHIP	2024 - 5684	129870	3	October 1, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

STA MART LLC

Trade Name (DBA)

STA MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/16/2024	TRANSFER - OWNERSHIP	2024 - 5684	129870	3	October 1, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

STA MART LLC

Trade Name (DBA)

STA MART

Location Address

3110 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
MOHAMMAD AZMEER	OWNER	NO		AZMEER786@YAHOO.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 08/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 09/16/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5684	License Account # 129870	Council District 3	Council Agenda Date October 1, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name STA MART LLC			Trade Name (DBA) STA MART		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 06/17/2024	SOS Entity ID 001-141-150	State AL	County MOBILE
Federal Tax ID (FEIN) 99-3556129	Alabama State Sales Tax ID R012217954	Business Phone Number (251) 391-6789			
Physical Address (Street Address, Suite #) 3110 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name MOHAMMAD AZMEER	Title OWNER	POA NO	Phone	Email AZMEER786@YAHOO.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name DIP CLUB FOOD MART LLC			Trade Name (DBA) DIP CLUB FOOD MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 001810349	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name ALABAMA PETRO LLC			Property Owner Phone Number	Property Owner Email RAJCONNECT13@GMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 380 COMMERCE PKWY			City ROCKLEDGE	State FL	Zip Code 32955
Bldg Square Footage 2,000	Bldg Seating Capacity	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

[Signature] N/A

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle)			Title		Driver's License (State, Number)		
AZMEER, MOHAMMAD			OWNER				
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
	TANZIM LLC	AZALEA TEXACO	379 AZALEA ROAD MOBILE 36609				
	TAASEEN LLC	DIP CHEVRON	2100 DAUPHIN ISLAND PKWY MOBILE 36605				
	TSA INVESTMENT LLC	CHEVRON MONTLIMAR	950 MONTLIMAR DRIVE MOBILE 36609				
Full Name (Last, First, Middle)			Title		Driver's License (State, Number)		
AKTER, NAHID			OWNER				
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
	TANZIM LLC	AZALEA TEXACO	379 AZALEA ROAD MOBILE 36609				
	TAASEEN LLC	DIP CHEVRON	2100 DAUPHIN ISLAND PKWY MOBILE 36605				
	TSA INVESTMENT LLC	CHEVRON MONTLIMAR	950 MONTLIMAR DRIVE MOBILE 36609				
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle)			Title		Date of Birth		Driver's License (State, Number)
N/A							
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?							
NO							
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?							
NO							
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?							
YES							

ABC Application 2

Applicant/POA Initials

[Signature] N/A

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
BOTH	SHOVA REALTY INVESTMENTS LLC	DIP TEXACO	2915 DAUPHIN ISLAND PKWY MOBILE 36605	

[Handwritten Signature] *[Handwritten Initials]*

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

N/A

The undersigned agree, if a license is used 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 the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

N/A

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile 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 officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

N/A

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

N/A

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

N/A

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

N/A

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

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

MOHAMMAD AZMEER/NAHID AKTER

OWNER

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

N. Akter

9.16.2024

Sworn to and subscribed before me this 16th day of September 20 24

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

November 19 2025



Signature Page

CITY OF MOBILE
REVENUE DEPARTMENT

September 16, 2024



STA MART LLC
3110 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605 USA
ACCOUNT NUMBER: 129870 TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1870378	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/16/2024 11:30AM MARCELYN
042466-0002

BUSINESS LICENSE

STA MART LLC

129870

2024 Item: 1870378

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

ACH \$50.00

Change due \$0.00

Paid by: STA MART LLC



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

STA MART LLC

dba

STA MART

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

3110 DAUPHIN ISLAND PKWY

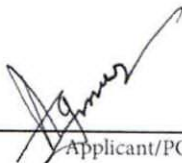
, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

October 1, 2024

for application number **2024 - 5684**

- b) In addition to the published notice required, the 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 the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such 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 published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



N. Akter.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240912080609646



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
DIP CLUB FOOD MART LLC
Address: 3110 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605
Telephone: 251-404-0869

NEW APPLICANT:
STA MART LLC
Address:
Telephone:

Current License No: 050-001810349
070-001810349

LICENSED PREMISES ADDRESS: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

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 12 day of September, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: TU NGUYEN
Title: Member

Print Name: YOHANNAD AZMEER
Title: MEMBER

WITNESS: (By ABC Enforcement)

Revised 8/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912080609646

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: STA MART

Filing Fee:

Applicant: STA MART LLC

Transfer Fee: \$100.00

Location Address: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 001-141-150

Do you sell Draft Beer?:

Date Incorporated: 06/17/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 06/17/2024

Federal Tax ID: 99-3556129

Alabama State Sales Tax ID: R012217954

Name:	Title:	Date and Place of Birth:	Residence Address:
NAHID AKTER	MEMBER		
MOHAMMAD AZMEER	MEMBER		

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: MOHAMMAD AZMEER

Business Phone: 251-391-6789

Fax:

Home Phone: 251-391-6789

Cell Phone: 251-391-6789

E-mail: AZMEER786@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: DIP CLUB FOOD MART

Applicant: DIP CLUB FOOD MART LLC

Previous License Number(s)

License 1: 050-001810349

License 2: 070-001810349



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912080609646

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ALABAMA PETRO LLC 321-690-0807
What is lessors primary business? GAS SUPPLY
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: 2000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912080609646

Initial each

☒ *MA*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *MA*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *MA*

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.

☒ *XX*

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.

☒ *XX*

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ *MA*

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ *MA*

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.

☒ *MA*

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.

☒ *MA*

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):

MOHAMMAD AZMEER

Signature of Applicant:

Azmeer

Notary Name (print):

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept 17, 2025

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 129870 LAST 4 FEIN/SSN: 6129
OWNERSHIP: LLC STATE ID: R 012217954
ZONING CERT: ZC-140208-2024
LEGAL BUSINESS NAME: STA MART LLC
PHYSICAL ADDRESS: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605
MAILING ADDRESS:
BUSINESS PHONE: --- CELL PHONE:
BUSINESS FAX: START DATE: 08/01/2024
JURISDICTION: C TAX CODES: ST12
TERRITORY: T3 ACCOUNT TYPE: B

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
STA MART LLC	LLC	3110 DAUPHIN ISLAND PARKWAY	MOBILE	AL	36605

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
447110	GASOLINE-SELLING GAS AT RETAIL	2024
452990	GENERAL MERCHANDISE - MISC	2024

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE

EXPIRES **10/13/2024**

SIXTY (60) DAY AFFIDAVIT DUE **10/02/2024**

☐ NOT
REQUIRED

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: MOHAMMAD AZMEER

ID: AL 7708111

DATE: 8/29/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

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 6 / 17 / 2024 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 02 : 15 ☐ 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).

6 / 17 / 2024
Date (MM/DD/YYYY)

SATY PUTCHA

Signature as required by 10A-5A-2.04

ORGANIZER

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
SATY PUTCHA	1521 DAWES RD MOBILE, AL 36695	1521 DAWES RD MOBILE, AL 36695

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

STA MART LLC

This name reservation is for the exclusive use of SATY PUTCHA, 1521 DAWES
RD, MOBILE, AL 36695 for a period of one year beginning June 17, 2024 and
expiring June 17, 2025



RES162502

**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.**

June 17, 2024

Date

Wes Allen

Secretary of State

Membership of STA MART LLC

- | | |
|--|-----|
| 1. MOHAMMAD AZMEER, 2735 BENNINGTON DR, MOBILE, AL 36695 | 50% |
| 2. NAHID AKTER, 2735 BENNINGTON DR, MOBILE, AL 36695 | 50% |

Date of this notice: 06-17-2024

Employer Identification Number:
99-3556129

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

STA MART LLC
MOHAMMAD AZMEER MBR
2735 BENNINGTON DR
MOBILE, AL 36695

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 99-3556129. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2024
Form 940	01/31/2025
Form 1065	03/15/2025

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*.



2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

STA MART LLC
2735 BENNINGTON DR
MOBILE AL 36695

ACCOUNT TYPE ACCOUNT NUMBER EFFECTIVE DATE EXPIRATION DATE

SLS R012217954 07/30/2024 12/31/2024

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

Darick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Demorable Time

Company Name

The above described property is ☒ Owned ☐ Leased to by Alabama Petro, LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

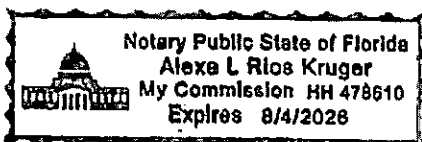
Rajendra Shah, personally known to me
Sworn to and subscribed before me this 26th day of August 20 24

Notary Printed Name <u>ALEXA L RIOS KRUGER</u>	Notary Signature 	My (Printed) Commission Expires <u>8/4/2026</u>
---	----------------------	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Rajendra Shah
(Owner of Property Signature)

MOHAMMAD AZMEER
Applicant Name (Signature)

380 Commerce Parkway
Street Address

Rockledge, FL 32955
City, State, Zip

City, State, Zip

8/26/2024
Date Agreement Signed

08/21/2024
Date Agreement Signed

Application Property Ownership

My Place

City of Mobile Home GIS Data

Information for Address: 3110 Dauphin Island Pkwy

Parcel Owner / Mailing Address:

Winn Investment Llc

2915 Brant Dr

Mobile, Al 36695

Parcel Information:

Parcel: R023207400001014.000 / 1510528

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

5S1W16

Census Tract:

001901

Zipcode:

36605

--- Public Services ---

Garbage Pickup:

(Friday West / Route K)

Trash Pickup:

(Tuesday South / 7-TD-6)

Fire District:

(Fire Station 20 Petrey)

Police Precinct/Beat:

(Precinct 1 Beat 19)

--- Political ---

City Council District:

District: (3)

C.J. Small - (251) 208-7441

County Commissioner District:

District: (3)

State House District:

District: (103)

State Senate District:

District: (33)

[Search for New Address](#)

[Application Support](#)

Copyright: City of Mobile

2024

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
 Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

Mobile County Property Search

Key Number: 1510528 For Year 2024

Property Details

Account

Key Number: 1510528

Legal Description: PARCEL D BEG AT A PT ON THE S/L OF CLUB HOUSE RD 94.33 FT SLY FROM WHERE THE S/L OF CLUB HOUSE RD INT THE W/L OF CEDAR PT RD TH RUN SLY ALG S/L OF CLUB HOUSE RD 212.34 FT TO A PT TH WITH AN ENCLOSED ANGLE TO THE RIGHT OF 54 DEG 51 MIN 40 SEC RUN ELY 171.61 FT TO A PT ON THE W/L OF DIP(CEDAR PT RD) TH WITH AN ENCLOSED ANGLE TO THE RIGHT OF 89 DEG 58 MIN 21 SEC RUN NLY ALG THE W/L OF DIP(CEDAR PT RD) 158.04 FT TO A PT TH WITH AN ENCLOSED ANGLE TO THE RIGHT OF 107 DEG 34 MIN 40 SEC RUN WLY 51.73 FT

Parcel Number: 3207400001014XXX

Type: Real

Property Class: 2

Location

Address: 3110 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Owner

Name: WINN INVESTMENT LLC

Mailing Address: 380 COMMERCE PKWY

ROCKLEDGE, FL 32955

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$311,300

Land Value: \$45,700

Appraised Value: \$357,000

Taxable Value: \$357,000

Assessed Value: \$71,400

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

STA MART LLC

Trade Name (DBA)

STA MART

Location Address

3110 DAUPHIN ISLAND PKWY

36605
Zip Code

Application Number

2024 - 5684

Notice Post Date @ Location

09/16/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

October 1, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

W. Akter

Revenue Department Representative

R Shawn Skinner

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. 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.

LEASE AGREEMENT

THIS LEASE AGREEMENT (herein called "Lease" or "Agreement"), made and entered into effective as of the 1st July, 2024, by and between **Alabama Petro LLC**, an Alabama Limited Liability Company (hereinafter called "Landlord"), and **STA Mart LLC**, an Alabama Limited Liability Company (hereinafter called "Tenant"), for the Premises known as 3110 Dauphin Island Parkway, Mobile, AL 36605, and legally described in Exhibit "A" attached hereto. Landlord and Tenant, in consideration of the covenants herein contained, hereby agree as follows:

ARTICLE I – DEFINITIONS

1.01 Definitions.

- A. "Article" means an article of this Lease.
- B. "Building" means any building or other structure presently existing or hereafter constructed on the Premises.
- C. "Commencement Date" means date Landlord turns property over to Tenant contemporaneous to or after acquisition of the Premises by Landlord.
- D. "Environmental Requirements" mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions, in which the Premises is located, and any other political subdivisions, agency or instrumentality exercising jurisdiction over the owner of the Premises, or the use of the Premises, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutant, contaminants, chemical, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).
- E. "Hazardous Materials" means any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances for materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Premises: (A) requires reporting, investigations or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

IN WITNESS WHEREOF, the Landlord and Tenant have properly executed this Option to Purchase as of the date set out on page one.

**SIGNATURES ON FOLLOWING PAGES.
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

TWO WITNESSES REQUIRED:

LANDLORD:

Alanna Kruger
Witness 1 (sign above)

Alabama Petro LLC
an Alabama Limited Liability Company

ALEXA RIOS KROGER
Witness 1 (print name above)

Witness 1 Address
350 Commerce Parkway
Rockledge, FL 32955

By: 
Rajendra Shah MGR

Claudia Ramirez
Witness 2 (sign above)

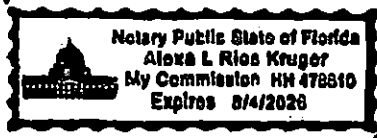
Claudia Ramirez
Witness 2 (print name above)

Witness 2 Address
350 Commerce Parkway
Rockledge, FL 32955

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of July, 2024 by Rajendra Shah, as MGR of Alabama Petro LLC, an Alabama Limited Liability Company, who is ✓ personally known to me or _____ has produced _____ as identification.

[Notary Seal]



Alexia L. Rios Kruger
ALEXIA L. RIOS KRUGER
(Sign top line, Print Name 2nd line)

TWO WITNESSES REQUIRED:

TENANT:

N. ARN
Witness 1 (sign above)

STA Mart LLC
an Alabama Limited Liability Company

NARID AKTER
Witness 1 (print name above)

Witness 1 Address _____

By: *Mohammad Azmeer*
Mohammad Azmeer, MGR

M. Tarsen
Witness 2 (sign above)

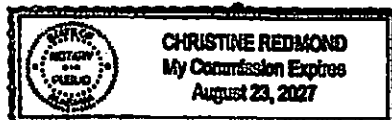
Mohammad Tarsen
Witness 2 (print name above)

Witness 2 Address _____

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____ 2024 by Mohammad Azmeer, as MGR of STA Mart LLC, an Alabama Limited Liability Company, who is ☒ personally known to me or _____ has produced _____ as identification.

[Notary Seal]



Lease: Alabama Petro LLC and STA Mart LLC Page 16 of 23

Christine Redmond
Initials C.L.R.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated as of June ²⁶, 2024 ("Effective Date"), by and among Winn Investment, LLC, an Alabama limited liability company (referred to herein as "Seller") and Alabama Petro, LLC, an Alabama limited liability company (referred to herein as "Purchaser").

RECITALS

WHEREAS, Seller operates a gas station/C-store business located at 3110 Dauphin Island Parkway in Mobile, Alabama (the "Business"); and

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase substantially all of Seller's assets used in the Business upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

I. PURCHASE AND SALE

1.1 Purchased Assets. Subject to the terms of this Agreement, at the Closing, Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, free and clear of all liens, claims, encumbrances or charges, all of the assets, other than the Excluded Assets as defined in Section 1.2 hereof, used in the operation of the Business, including but not limited to those set forth on Schedule 1.1 hereto (herein referred to as the "Purchased Assets"). The Purchased Assets include the following:

- a) Land, buildings and other improvements described on Schedule 1.1(a) hereto (the "Premises"). The Premises shall be conveyed to Alabama Petro, LLC by general warranty deed.
- b) All furniture, fixtures, machinery, equipment, inventories, telephone systems, supplies, and other tangible personal property located on the Premises and used in the Business.
- c) All rights of the Seller as of the Closing Date under or pursuant to warranties, representations and guarantees made by suppliers in connection with the Purchased Assets or services furnished to the Seller pertaining to or affecting the Purchased Assets, to the extent such warranties, representations and guarantees are assignable by the Seller to Purchaser.
- d) All transferable governmental licenses, permits, and other authorizations held by the Seller in connection with the operation of the Business.

NW
TIN
TW

court in a final judgment or decree shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred therein by such party (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees shall be included as part of such judgment.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

11.12 Enforcement. If at any time either party shall employ legal counsel in an attempt to enforce the obligations of the other party and/or rights arising under the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, such reasonable legal fees, costs and expenses incurred by such prevailing party.

11.13 Severability. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

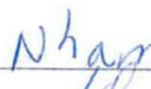
PURCHASER:

ALABAMA PETRO, LLC

By:  Doreen Smith
Its:  MGA

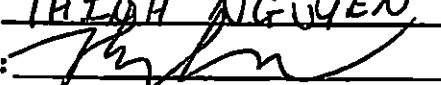
SELLER:

WINN INVESTMENT LLC

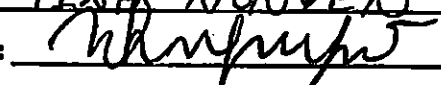
By:  Nhap Nguyen
Its:  Nhap Nguyen

SELLER:

WINN INVESTMENT LLC

By: THIENH NGUYEN
Its: 

By: KHUYEN NGUYEN
Its: 

By: TIENH NGUYEN
Its: 

By: _____
Its: _____

By: _____
Its: _____

SCHEDULE 1.1(a)

PREMISES

Commencing at a point on the former South line of Club House Road 94.33 feet Southwardly from where the said former South line of Club House Road intersects the former West line of Cedar Point Road; thence with an enclosed angle to the right of 72 degrees 24 minutes 40 seconds run Southeastwardly 4.72 feet to a point on the current South right of way of Club House Road and the Point of Beginning of the property herein described, thence with an enclosed angle to the left of 72 degrees 27 minutes 45 seconds run Southwardly along the South line of Club House Road 210.47 feet to a point; thence departing said line and with an enclosed angle to the right of 54 degrees 54 minutes 44 seconds run Eastwardly 165.89 feet to a point on the West line of Dauphin Island Parkway (Cedar Point Road); thence with an enclosed angle to the right of 89 degrees 58 minutes 21 seconds run Northwardly along the West line of Dauphin Island Parkway (Cedar Point Road) 158.04 feet to a point; thence with an enclosed angle to the right of 107 degrees 34 minutes 40 seconds run Northeastwardly 47.01 feet to the Point of Beginning.



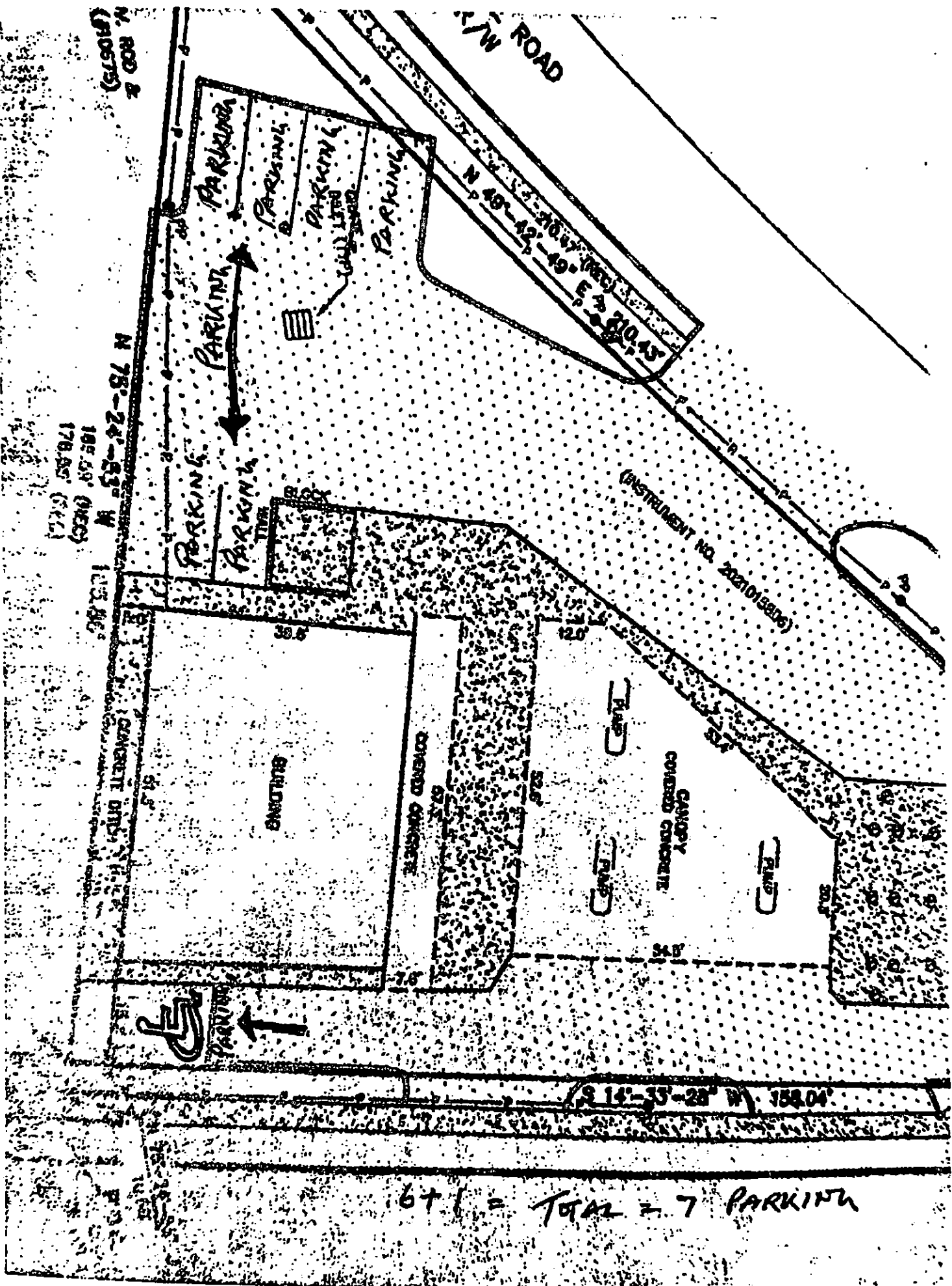
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name STA MART LLC				Trade Name (DBA) STA MART			
Company Physical Address (Street Address, Suite #) 3110. DAUPHIN ISLAND PKWY				City MOBILE	State AL	Zip Code 36605	
Business Contact Person Information							
Name MOHAMMAD AMEER		Title OWNER	Phone 404-786-7860		Email AMEER786@YAHOO.COM		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2000	Parking Provided 7	Parking Required 7	Compliance ✓	Zoning B-2	Approved ✓		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 9-17-2024		

Planning and Zoning





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-140208-2024

Issue Date: 08/26/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023207400001014.	3110 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
STA MART LLC dba STA MART	Name: MOHAMMAD AZMEER Company: STA MART LLC dba STA MART Address: 3110 Dauphin Island Pkwy MOBILE, AL 36605 Phone: (251) 391-6789	B-2

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE WITH GASOLINE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

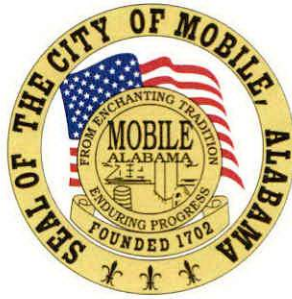
Sponsored by: Councilmember C. J. Small

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: Dolgencorp, LLC
Location: Dollar General Store 25322
 3203 Dauphin Island Parkway
 Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

KATHA AGUIAR

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
09/23/2024	NEW APPLICATION	2024 - 5663	129270	3	October 1, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

DOLGENCORP LLC

Trade Name (DBA)

DOLLAR GENERAL STORE 25322

Location Address

3203 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

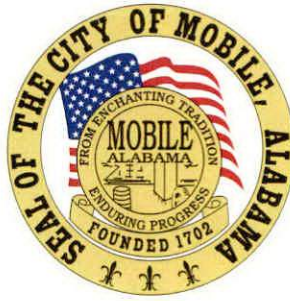
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

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BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
09/23/2024	NEW APPLICATION	2024 - 5663	129270	3	October 1, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

DOLGENCORP LLC

Trade Name (DBA)

DOLLAR GENERAL STORE 25322

Location Address

3203 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

**From: Logan Anderson
Principal Planner**

Date: September 26, 2024

Re: Application # 5663 / 3203 Dauphin Island Pkwy.

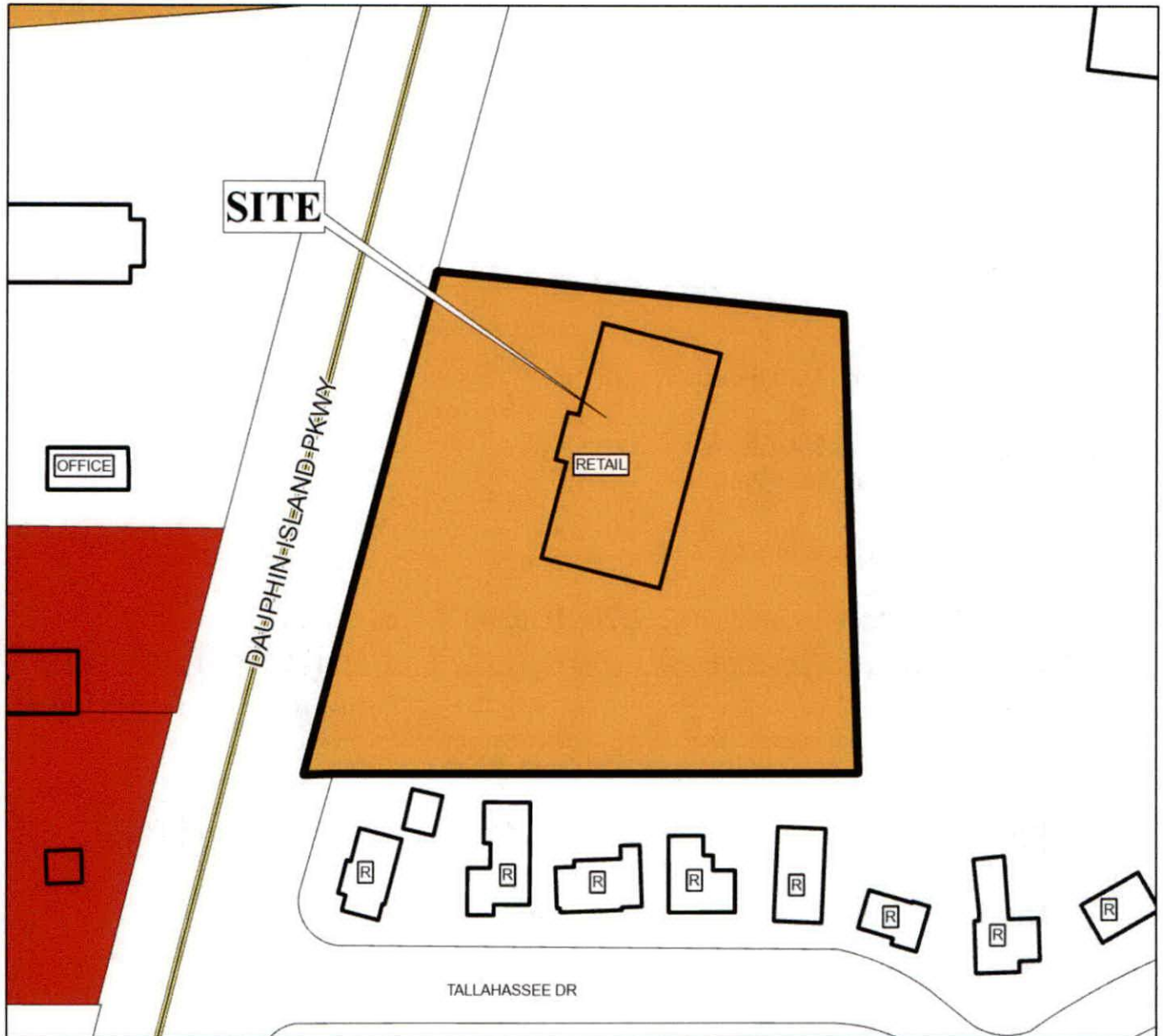
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a general retail store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5663 DATE 10/1/2024
 APPLICANT DOLGENCORP LLC
 LOCATION 3203 DAUPHIN ISLAND PKWY
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ISAAC MURPHY

Application Date	Application Type	Application Number	License Account #	Council District	Council Agent Date
09/23/2024	NEW APPLICATION	2024 - 5663	129270	3	October 1, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

DOLGENCORP LLC

Trade Name (DBA)

DOLLAR GENERAL STORE 25322

Location Address

3203 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/23/2024	NEW APPLICATION	2024 - 5663	129270	3	October 1, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

DOLGENCORP LLC

Trade Name (DBA)

DOLLAR GENERAL STORE 25322

Location Address

3203 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
TRACY GRUBISIC	SR LICENSING SPECIALIST	NO	(615) 855-4340	TGRUBISI@DOLLARGENERAL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 06/26/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 09/23/2024	Application Type NEW APPLICATION	Application Number 2024 - 5663	License Account # 129270	Council District 3	Council Agenda Date October 1, 2024
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name DOLGENCORP LLC			Trade Name (DBA) DOLLAR GENERAL STORE 25322		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 10/09/2008	SOS Entity ID A73 PG 173	State KY	County
Federal Tax ID (FEIN) 61-0852764	Alabama State Sales Tax ID R006106389		Business Phone Number		
Physical Address (Street Address, Suite #) 3203 DAUPHIN ISLAND PKWY		City MOBILE	State AL	Zip Code 36605	
Mailing Address (Street Address, Suite #, PO Box)		City	State ...	Zip Code	
Primary Business Activity at the Location - Explain (other) OTHER VARIETY STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name TRACY GRUBISIC	Title SR LICENSING SPECIALIST	POA NO	Phone	Email TGRUBISI@DOLLARGENERAL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name THE BROADWAY GROUP LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 216 WESTSIDE SQUARE			City HUNTSVILLE	State AL	Zip Code 35801
Bldg Square Footage 12,668	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

JH

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person				
Full Name (Last, First, Middle) TAYLOR, EMILY CHRISTINE				Title LLC MANAGER		Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #) 1805 OTTER CREEK ROAD				City NASHVILLE		State TN	Zip Code 37215	
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?								
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition				
Do you have any existing State of Alabama ABC license(s) with any entity in your name?								
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)					
Full Name (Last, First, Middle) DILTS, KELLY MARIE				Title CFO & SECRETARY		Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?								
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition				
Do you have any existing State of Alabama ABC license(s) with any entity in your name?								
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)					
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person				
Full Name (Last, First, Middle) HOLMAN, JOSHUA JOHN CHRISTOPHER				Title DISTRICT MGER		Date of Birth		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?								
NO								
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?								
NO								
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?								
YES								

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) BRINING, ZACHARY JOHN		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle) N/A		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

JH

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JH The undersigned agree, if a license is used 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 the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JH The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile 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 officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JH The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JH The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JH Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JH 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.

JH Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Josh Holman

Date of Application Signature

9/23/24

Owner/Applicant/POA Signature

[Signature] POA

Title of Person Signing this Application

District Manager

Sworn to and subscribed before me this **23rd** day of **September** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

September 23, 2024



DOLLAR GENERAL STORE 25322
3203 DAUPHIN ISLAND PARKWAY
MOBILE, AL 36605 USA
ACCOUNT NUMBER: 129270 TERRITORY 3

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1888441	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/23/2024 11:01AM SHAWN S.
042590-0005

BUSINESS LICENSE

DOLGENCORP LLC - DGS 25322
129270

2024 Item: 1888441

ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: DOLGENCORP LLC - DGS 25322



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

DOLGENCORP LLC

dba

DOLLAR GENERAL STORE 25322

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

3203 DAUPHIN ISLAND PKWY

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

October 1, 2024

for application number **2024 - 5663**

- b) In addition to the published notice required, the 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 the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such 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 published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



ADD 050/070 TO EXISTING 990 LICENSE

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240529151011179

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: DOLLAR GENERAL STORE 25322

Filing Fee: \$100.00

Applicant: DOLGENCORP LLC

Transfer Fee:

Location Address: 3203 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address: 100 MISSION RIDGE GOOFLETTSVILLE, TN 37072

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: A73 PG 173

Do you sell Draft Beer?:

Date Incorporated: 10/09/2008 State incorporated: KY County Incorporated: FRANKLIN

Date of Authority: 10/21/2008

Federal Tax ID: 61-0852764

Alabama State Sales Tax ID: R006106389

Name:	Title:	Date and Place of Birth:	Residence Address:
KELLY MARIE DILTS	MEMBER		
ZACHARY JOHN BRINING	MEMBER		
EMILY CHRISTOPHER TAYLOR	MEMBER		

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: TRACY GRUBISIC

Business Phone: 615-855-4340

Fax:

Home Phone: 615-855-4000

Cell Phone: 615-855-4000

E-mail: TGRUBISI@DOLLARGENERAL.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: 20240529151011179

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **THE BROADWAY GROUP LLC 256-533-7287**
What is lessors primary business? **DEVELOPER**
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: **12668** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



Store #25322

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240529151011179



Initial each

Signature page

EC2

In reference to law violations, I attest to the truthfulness of the responses given within the application.

EC2

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

EC2

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.

XX

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.

XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

EC2

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.

EC2

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.

EC2

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):

Emily Taylor

Signature of Applicant:

Emily Taylor

Notary Name (print):

Emily McMahon

Notary Signature:

Emily McMahon

Commission expires: 12-30-2024

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

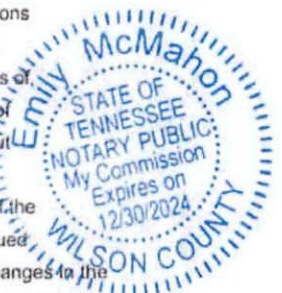
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



Franklin County

A73 PG 173

0017665.06

ghanta
LADO

ARTICLES OF ORGANIZATION
OF
DOLGENCORP, LLC

Trey Grayson
Secretary of State
Received and Filed
10/09/2008 3:39:54 PM
Fee Receipt: \$40.00

For the purpose of converting a Kentucky corporation to a Kentucky limited liability company pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Secretary of State for filing:

Article I. Upon approval by its Board of Directors and sole shareholder, Dolgencorp, Inc. was converted from a Kentucky corporation to a Kentucky limited liability company.

Article II. The corporation's former name was Dolgencorp, Inc. The name of the limited liability company to which it converted is Dolgencorp, LLC.

Article III. A total of 642 shares of common stock of Dolgencorp, Inc. were issued, outstanding and entitled to vote on the Plan of Conversion. All 642 shares were held by Dollar General Corporation. Dollar General Corporation, as sole shareholder of Dolgencorp, Inc., executed a unanimous written consent approving the Plan of Conversion.

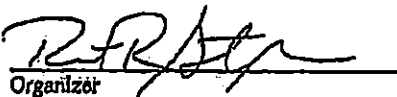
Article IV. The converted corporation had filed no assumed names with the Kentucky Secretary of State.

Article V. The company's initial registered agent and street address of its initial registered office in Kentucky is CSC-Lawyers Incorporating Service Company, 421 West Main Street, Frankfort, Kentucky 40601.

Article VI. The mailing address of the limited liability company's initial principal office is 100 Mission Ridge, Goodlettsville, Tennessee 37072.

Article VII. The limited liability company is to be managed by its members.

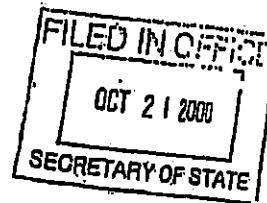
Article VIII. The initial member of the limited liability company is Dollar General Corporation.


Organizer

Robert R. Stephenson
Printed Name

October 9, 2008
Date

STATE OF ALABAMA
FOREIGN LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION



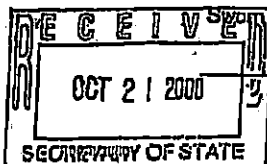
INSTRUCTIONS:

- STEP 1: THE FOREIGN LIMITED LIABILITY COMPANY APPLICATION FOR REGISTRATION FILING FEE IS \$75.
STEP 2: MAIL TWO ORIGINAL COPIES OF THIS APPLICATION AND THE \$75 FILING FEE TO: SECRETARY OF STATE,
CORPORATIONS DIVISION, P.O. Box 5616, MONTGOMERY, AL 36103.
STEP 3: IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CORPORATIONS DIVISION AT (334)242-5324.

PURSUANT TO THE PROVISIONS OF THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING APPLICATION FOR REGISTRATION.

1. The name:
Dolpencorp, LLC
2. The registered name (must contain the words Limited Liability Company or LLC):

3. State of Formation: Kentucky Date of Formation: 12/21/1973
4. The address of the public office where your Articles of Organization are filed:
Kentucky Secretary of State
700 Capitol Avenue Suite 153, State Capitol Frankfort, KY 40601
5. The nature of business:
retail - for profit
6. The name and street address (No PO Box) of the registered agent in Alabama for service of process:
TSC-Lawyers Incorporating Service Incorporated
150 South Perry Street, Montgomery, Alabama 36106
7. The address of the principal office:
100 Madison Road
Goodlettsville, TN 37072
8. The above named Foreign Limited Liability Company consents to service of process on it by registered mail addressed to the Foreign Limited Liability Company at the office required to be maintained in the state of organization by the laws of that state or, if not so required, at the principal office of such Foreign Limited Liability Company, if the agent appointed above cannot be found or served with the exercise of reasonable diligence.



to this 16 day of October, 2000

Goodlettsville, TN
City and State

David Teble
Signature of Authorized Member or Manager
Dolpencorp, its Member
David Teble, Exec. V.P.

Page 293 of 543



G. THOMAS SURTEES
Comptroller

State of Alabama Department of Revenue

Montgomery, Alabama 36132
(www.revenue.state.al.us)

CYNTHIA WOODWARD
Assistant Comptroller
LOUISA A. EASTERLY
Secretary

NOTICE TO NEWLY QUALIFIED COMPANIES

Under Alabama Code Section 40-14A-22(a), any company that comes into existence, qualifies or registers to do business, or commences doing business in Alabama must file an initial Alabama Business Privilege Tax return within two and one-half months of the date of qualification; no extension of time to file is available on the initial return. Forms and detailed instructions are available at the Alabama Department of Revenue website link: http://www.ador.state.al.us/incometax/bpt_index.htm.

If you have questions concerning the Alabama Business Privilege Tax return, you may contact a Department representative at (334) 353-7923. For questions concerning other types of taxes that your company may need to file, such as, Sales and Use Tax, Withholding Tax, etc., please contact the Department's Central Registration Unit at (334) 242-1170 for additional information.

"All ALABAMA TAXPayers Are Equal Under the Law"



State of Alabama
Department of Revenue

Letter Id: L0659591200

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

August 11, 2016

CONFIDENTIAL

In order to access the My Alabama Taxes (MAT) website, you will need your Account Number, Sign-On ID and Access Code listed below.

TAX TYPE	TAX CODE	ACCOUNT NUMBER	SIGN ON ID	ACCESS CODE
Sales Tax	SE	R006106389		

Please keep this letter in a safe place and do not disclose your Sign On ID and Access Code numbers to anyone. To review instructions on how to make payments and/or file returns using the MAT system, visit our website at <https://myalabamataxes.alabama.gov>. If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select the appropriate option.

Act No. 2006-552, specifies that for each occasion a business taxpayer is obligated to make a tax payment of \$750 or more to the Alabama Department of Revenue (ADOR), such payment must be remitted electronically through an electronic funds transfer (EFT) method. Voluntary participation of transactions less than \$750 is encouraged.

E-Pay Only: The ADOR's MAT website offers a 'Make a Payment Only' feature, giving taxpayers the capability to make electronic payments for the various corporate income, individual income, and business taxes administered by the Department. To make your payment online, simply visit our website at <https://myalabamataxes.alabama.gov>. Billing payments may also be made on the website and no pre-registration is required to make a billing payment.

E-File & E-Pay: The state requires the following taxes to be e-filed through the My Alabama Taxes system: State Sales, Use, Lodgings, Rental, Utility, Mobile Telecommunications, Nursing Facilities, Pharmaceutical Provider, Prepaid Wireless Service Charge, Contractors Gross Receipts, Freight Line and Equipment, and State-administered Local Sales, Use, Lodgings, and Rental taxes. In order to avoid penalties, a tax report must be filed for each month, even if no tax is due unless authorized by the Department of Revenue. Non-state administered Local Sales, Use, and Rental taxes may be filed and paid through the My Alabama Taxes system beginning October 1, 2013. To e-file your returns on-line, please visit our website at <https://myalabamataxes.alabama.gov>. Do not mail paper returns for taxes e-filed through this system.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

See attached

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Dolgencorp, LLC**

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 6TH day of SEPTEMBER 20 24

Notary Printed Name <u>NANCY SQUIRE</u>	Notary Signature <u>Nancy Squire</u>	My (Notary) Commission Expires <u>4/6/2025</u>
--	---	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

The Broadway Group, LLC

Emily Taylor / LLC Manager

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

216 Westside Square

3203 Dauphin Island Pkwy

City, State, Zip

City, State, Zip

Huntsville AL 35801

Mobile AL 36605

Date Agreement Signed

Date Agreement Signed

09/06/2024



Revision Date 10.23.2023

| Application Property Ownership



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

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Ownership Type

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The above described property is ☐ Owned ☒ Leased to/by **Dolgencorp, LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 28 day of August 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Emily McMahon		12-30-2024

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



The Broadway Group, LLC

Emily Taylor / LLC Manager

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

216 Westside Square

3203 Dauphin Island Pkwy

City, State, Zip

City, State, Zip

Huntsville AL 35801

Mobile AL 36605

Date Agreement Signed

Date Agreement Signed

My Place

City of Mobile Home

GIS Data

Information for Address: 3203 Dauphin Island Pkwy

[Search for New Address:](#)

Parcel Owner / Mailing Address:

Hufstetler Properties Llp
P O Box 6460
Thomasville, Ga 31758

Parcel Information:

Parcel: R023207400001007.000 / 1022351

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

5S1W16

Census Tract:

001800

Zipcode:

36605

--- Public Services ---

Garbage Pickup:

(Friday East / Route F)

Trash Pickup:

(Tuesday South / 7-TD-7)

Fire District:

(Fire Station 20 Petrey)

Police Precinct/Beat:

(Precinct 1 Beat 19)

--- Political ---

City Council District:

District: (3)

C.J. Small - (251) 208-7441

County Commissioner District:

District: (3)

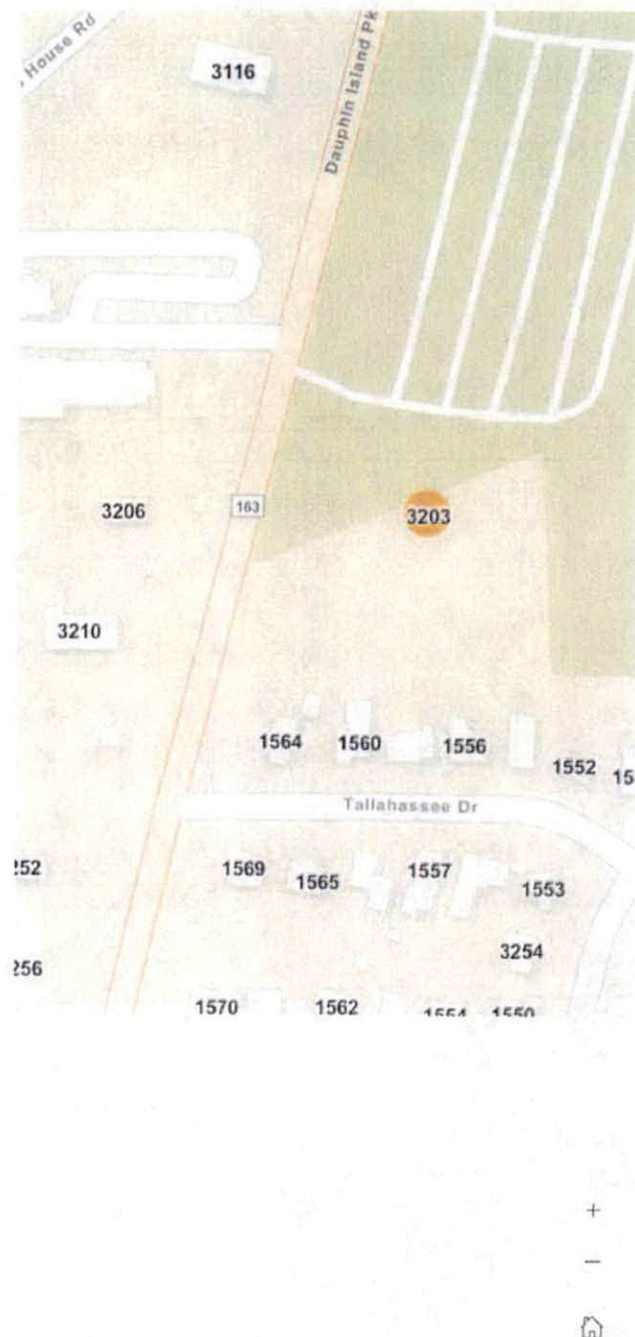
State House District:

District: (103)

State Senate District:

District: (33)

--- Additional Links ---



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile

Mobile County Property Search

Key Number: 1022351 For Year 2024

Property Details

Account

Key Number: 1022351

Legal Description: LOT 1 OF 3203 DIP SUBDIVISION INSTRUMENT NUMBER 2023057518 #SEC 40 T5S R1W #MP32 07 40 0 001

Parcel Number: 3207400001007XXX

Type: Real

Property Class: 2

Location

Address: 3203 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Owner

Name: HUFSTETLER PROPERTIES LLP

Mailing Address: 216 WESTSIDE SQ
HUNTSVILLE , AL 35801-4846

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$0

Land Value: \$198,900

Appraised Value: \$198,900

Taxable Value: \$198,900

Assessed Value: \$39,780

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	SCHOOL	14.000000	\$39,780	\$556.92



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

DOLGENCORP LLC

Trade Name (DBA)

DOLLAR GENERAL STORE 25322

Location Address

3203 DAUPHIN ISLAND PKWY

Zip Code

36605

Application Number

2024 - 5663

Notice Post Date @ Location

09/23/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

October 1, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. 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.

STORE # 25322
MOBILE, AL

FS NNN
(September 2021 Version)

LEASE

THIS LEASE is entered into as of the Effective Date (as defined herein), by and between The Broadway Group, LLC, a limited liability company, as Landlord (the "Landlord"), and Dolgencorp, LLC, a Kentucky limited liability company, 100 Mission Ridge, Goodlettsville, Tennessee 37072, as Tenant (the "Tenant").

1. BASIC LEASE PROVISIONS.

- 1.1 Effective Date of Lease: November 4, 2022. The "Effective Date" of the Lease shall be the date this Lease has been signed by both Landlord and Tenant and the last party so signing shall fill in such Effective Date; provided further that the last party to sign this Lease shall deliver a fully executed counterpart of this Lease to the other party within five (5) business days after signing.

- 1.2 Name of Landlord and mailing address of Landlord for legal notices:

The Broadway Group, LLC
216 Westside Square
Huntsville, AL 35801
Attention: Robert M Broadway

Landlord's facsimile number is 256-533-7236 and its telephone number is 256-533-7287.

Mailing address for payments of rent:

The Broadway Group, LLC
PO Box 18968
Huntsville, AL 35801
Attention: Robert M Broadway

Landlord's Tax Identification Number:

Landlord's Federal Tax Identification Number is _____.

- 1.3 Name of Tenant and mailing address of Tenant for legal notices:

Dolgencorp, LLC
100 Mission Ridge
Goodlettsville, TN 37072
Attention: Lease Administration

Tenant's facsimile number is (615) 855-4663 and its telephone number is (615) 855-4000.

- 1.4 Name of Guarantor and mailing address of Guarantor:

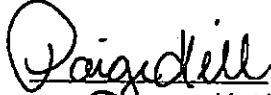
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
Attention: Lease Administration

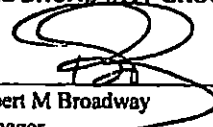
IN WITNESS WHEREOF, the parties have executed this Lease in duplicate the day and year
first above written.

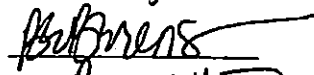
Signed and acknowledged in
the presence of:

Witnesses for Landlord:

LANDLORD: THE BROADWAY GROUP, LLC

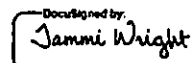

Print: Paige Hill

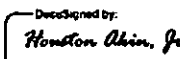
By: 
Name: Robert M Broadway
Title: Manager

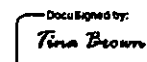

Print: Bernadette Berens

Witnesses for Tenant:

TENANT: DOLGENCORP, LLC


Print: Tammi Wright

By: 
Houston Akin, Jr.
Title: Vice President of Real Estate


Print: Tina Brown

APPROVED

By Tammi Wright at 9:43 am, Jan 10, 2024

EXHIBIT A1

RECORD LEGAL DESCRIPTION:

THE LAND IS DESCRIBED AS FOLLOWS:

A LOT OR PARCEL OF LAND LOCATED IN SECTION 40 TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT ONE, 3203 DIP SUBDIVISION, AS RECORDED IN INSTRUMENT NO. 2023057518, PROBATE RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 2.12 ACRES, MORE OR LESS

THE ABOVE DESCRIBED PARCEL OF LAND IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER SC-23-18505 BEARING AN EFFECTIVE DATE OF NOVEMBER 27, 2023.

GUARANTY

IN CONSIDERATION of the leasing of certain premises located at Dauphin Island Parkway, in the City of Mobile, Mobile County, State of Alabama, under a Lease dated November 4, 2022, with The Broadway Group, L.L.C. as Landlord (including the successors and assigns of same, hereinafter the "Landlord") and Dolgencorp, LLC, as Tenant (including the successors and assigns of same, hereinafter the "Tenant"), Dollar General Corporation does hereby agree that if Tenant defaults in the payment of rent or other monies due under the Lease, then, upon notice in writing of such fact, it will within ten (10) days of the receipt of notice pay all rents and other sums which may then be due and owing and will thereafter, as rental becomes due, pay or cause to be paid all further rental under the Lease; provided, however, that in such event and if Dollar General Corporation shall so direct, Landlord shall hereafter recognize Dollar General Corporation as Tenant so long as Dollar General Corporation agrees in writing with Landlord to be bound by and to perform all of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be performed hereunder. It is hereby acknowledged and agreed that this Guaranty is given for the benefit of Landlord and the successors and assigns of same, including specifically, but without limitation, any mortgagee and/or holder of a deed of trust pertaining to the above-described premises with whom Tenant has entered into a subordination, non-disturbance and attornment agreement substantially in the form attached to the Lease and who succeeds to the interests of Landlord under the Lease pursuant to foreclosure proceedings and/or any transfer and/or assignment in lieu thereof.

IN WITNESS WHEREOF, Dollar General Corporation has caused this Guaranty to be executed as of the 4th day of November 2022.

BY: DOLLAR GENERAL CORPORATION

Digitally signed by
Houston Akin, Jr.
 Name: Houston Akin, Jr.
 Title: Vice President of Real Estate



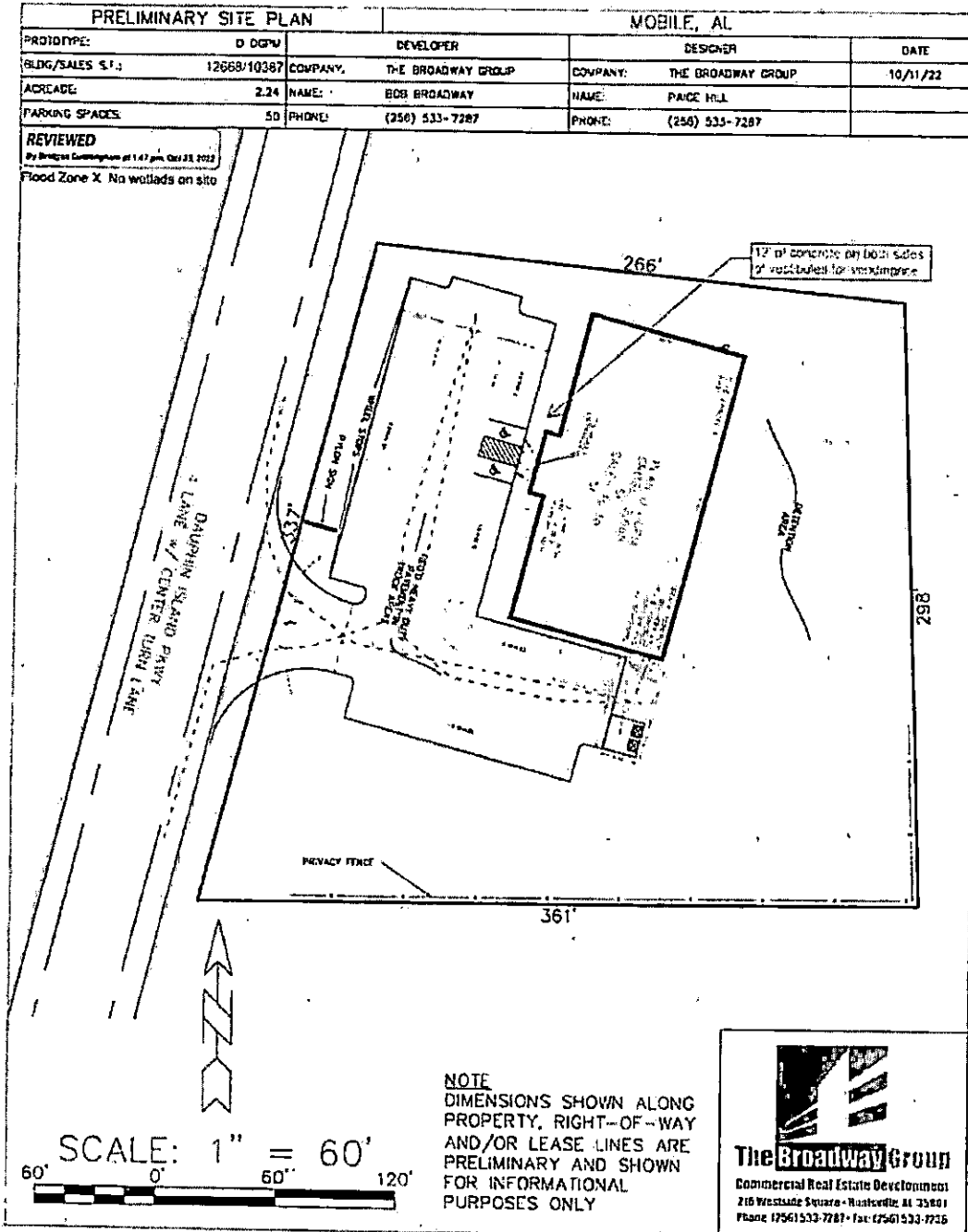
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

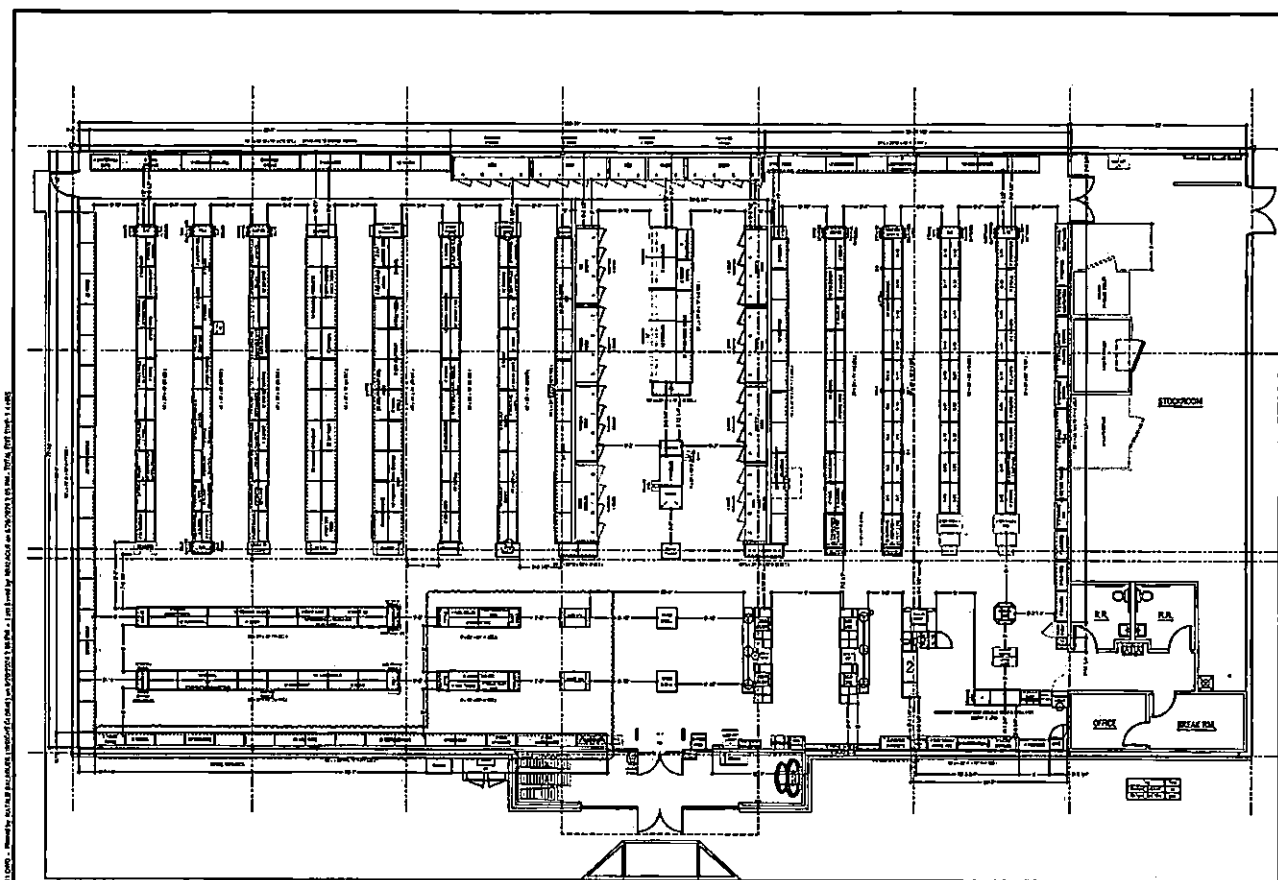
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Dolgencorp, LLC				Trade Name (DBA) Dollar General Store #25322			
Company Physical Address (Street Address, Suite #) 3203 Dauphin Island Pkwy				City Mobile	State AL	Zip Code 36605	
Business Contact Person Information							
Name Tracy Grubisic		Title Sr. Licensing Specialist		Phone (615) 855-4340		Email tgrubisi@dollargeneral.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 12,668	Parking Provided 50	Parking Required 43	Compliance ✓	Zoning B-2	Approved ✓		
Comments							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>				Date 9-11-2024	

Exhibit B-1





DOLLAR GENERAL	
DRAWING HISTORY	
DATE: 05/08/24	BY: NAB
DATE: 06/20/24	BY: NAB
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
PROJECT NAME: NEW	
FORMAL TYPE: DGPM24	
PLAN ID: 12480-D	
APPROVAL TYPE: NCI	APPROVAL TYPE: FULL
APPROVAL TYPE: SELECT	
DATE: 06/20/24	
DATE: 10190	
DATE: 1377	DATE: 12708
OPEN	
11'-0"	
42	
360	30
25322	
3203 Dauphin Island Pkwy	
Mobile	
AL	36605



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-141274-2024

Issue Date: 09/11/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023207400001007.	3203 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
DOLGENCORP dba DOLLAR GENERAL STORE 25322	Name: EMILY C. TAYLOR Company: DOLGENCORP dba DOLLAR GENERAL STORE 25322 Address: 3203 Dauphin Island Pkwy MOBILE, AL 36605 Phone: (615) 855-4000	B-2

This Zoning Classification Allows the property to be used for:

GENERAL RETAIL MERCHANDISE SALES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Ben 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: El Rincon Tacos and Margaritas, LLC
Location: El Rincon Tacos and Margaritas
1956 South University Boulevard
Mobile, AL 36609

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/13/2024	NEW APPLICATION	2024 - 5690	129789	4	October 1, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL RINCON TACOS AND MARGARITAS LLC

Trade Name (DBA)

EL RINCON TACOS AND MARGARITAS

Location Address

1956 SOUTH UNIVERSITY BLVD STE B

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/13/2024	NEW APPLICATION	2024 - 5690	129789	4	October 1, 2024

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL RINCON TACOS AND MARGARITAS LLC

Trade Name (DBA)

EL RINCON TACOS AND MARGARITAS

Location Address

1956 SOUTH UNIVERSITY BLVD STE B

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/13/2024	NEW APPLICATION	2024 - 5690	129789	4	October 1, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL RINCON TACOS AND MARGARITAS LLC

Trade Name (DBA)

EL RINCON TACOS AND MARGARITAS

Location Address

1956 SOUTH UNIVERSITY BLVD STE B

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
09/13/2024	NEW APPLICATION	2024 - 5690	129789	4	October 1, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL RINCON TACOS AND MARGARITAS LLC

Trade Name (DBA)

EL RINCON TACOS AND MARGARITAS

Location Address

1956 SOUTH UNIVERSITY BLVD STE B

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
CAROLINA V MATOS TAPIA	OWNER	NO		ELRINCONMS@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 10/14/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 09/13/2024	Application Type NEW APPLICATION	Application Number 2024 - 5690	License Account # 129789	Council District 4	Council Agenda Date October 1, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EL RINCON TACOS AND MARGARITAS LLC			Trade Name (DBA) EL RINCON TACOS AND MARGARITAS		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 02/28/2023	SOS Entity ID 001-066-000	State AL	County MOBILE
Federal Tax ID (FEIN) 92-2605404	Alabama State Sales Tax ID R011663580	Business Phone Number (228) 382-2312			
Physical Address (Street Address, Suite #) 1956 SOUTH UNIVERSITY BLVD STE B		City MOBILE	State AL	Zip Code 36609	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name CAROLINA V MATOS TAPIA	Title OWNER	POA NO	Phone	Email ELRINCONMS@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name UNCO LLC & KIDCO LLC C/O WHITE-SPUNNER REALTY		Property Owner Phone Number (251) 471-1000		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 7475		City MOBILE	State AL	Zip Code 36670	
Bldg Square Footage 1,200	Bldg Seating Capacity 42	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials WMT RAR

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) MATOS TAPIA, CAROLINA VICTORIA			Title OWNER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) ROMERO, RAUL AARON			Title OWNER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials Cymt RAR

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CVMT

The undersigned agree, if a license is used 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 the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

CVMT

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile 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 officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

CVMT

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

CVMT

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

CVMT

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

CVMT

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.

CVMT

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name Raul Aaron Romero Date of Application Signature

Carolina V. Matas Tapia

Owner/Applicant/POA Signature

09/13/2024

Title of Person Signing this Application

[Signature]

[Signature]

Owner

Sworn to and subscribed before me this 13th day of September 20 24

Notary Person Printed Name

Notary Person Signature

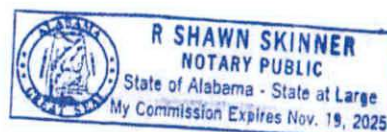
My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Signature Page



CITY OF MOBILE
REVENUE DEPARTMENT

September 13, 2024



EL RINCON TACOS AND MARGARITAS
1956 SOUTH UNIVERSITY BOULEVARD
UNIT B
MOBILE, AL 36609 USA
ACCOUNT NUMBER: 129789 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1869367	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/13/2024 11:15AM NICKOL H.
042441-0002

BUSINESS LICENSE

EL RINCON TACOS AND MARGARITAS LLC
129789

2024 Item: 1869367

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****1290

Ref=4dd8977a-4d99-425b-9b95-248f7fb6d14c

Auth=090258

Change due \$0.00

Paid by: RAUL ROMERO/



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EL RINCON TACOS AND MARGARITAS LLC

dba

EL RINCON TACOS AND MARGARITAS

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

1956 SOUTH UNIVERSITY BLVD STE B, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

October 1, 2024 for application number **2024 - 5690**

- b) In addition to the published notice required, the 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 the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such 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 published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature


R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912142909569

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: EL RINCON TACOS AND MARGARITAS

Filing Fee: \$50.00

Applicant: EL RINCON TACOS AND MARGARITAS LLC

Transfer Fee:

Location Address: 1956 S UNIVERSITY BLVD STE B MOBILE, AL 36609

Mailing Address:

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-066-000

Do you sell Draft Beer?:

Date Incorporated: 02/28/2023 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 02/28/2023

Federal Tax ID: 92-2605405

Alabama State Sales Tax ID: R011663580

Name:	Title:	Date and Place of Birth:	Residence Address:
RAUL AARON ROMERO	MEMBER		
CAROLINA VICTORIA MATOS TAPIA	MEMBER		

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: CAROLINA MATOS TAPIA

Home Phone: 228-382-2312

Business Phone: 228-382-2312

Cell Phone: 228-382-2312

Fax:

E-mail: ELRINCONMS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912142909569

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: UNO LLC AND KIDCO LLC 251-554-1219
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? 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: 1200 Display Square Footage:
Building seating capacity: 42 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 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)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912142909569

**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: STE B



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240912142909569

Initial each

☒ CVMT

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ CVMT

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ CVMT

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.

☒ XX

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.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ CVMT

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.

☒ CVMT

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.

☒ CVMT

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.

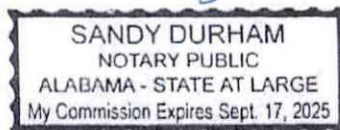
Applicant Name (print):

Carolina V Matos Tapia

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

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 3 / 1 / 2023 as the effective date (must be on or after the date filed with the office of the Secretary of State, Business Services Division and the date the instrument was signed) and the time of filing to be 0 : 0 ☒ AM or ☐ PM. (cannot be less than 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).

2 / 28 / 2023
Date (MM/DD/YYYY)

Carolina Matos

Signature as required by 10A-5A-2.04

President

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:**

El Rincon Tacos & Margaritas, LLC

**This name reservation is for the exclusive use of Carolina Matos, 1956 S
University Blvd Unit B, Mobile, AL 36609 for a period of one year beginning
February 28, 2023 and expiring February 28, 2024**



RES076439

**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.**

February 28, 2023

Date

Wes Allen

Secretary of State

Date of this notice: 02-28-2023

Employer Identification Number:
92-2605404

Form: SS-4

Number of this notice: CP 575 A

EL RINCON TACOS & MARGARITAS LLC
CAROLINA MATOS MBR
1956 S UNIVERSITY BLVD STE B
MOBILE, AL 36609

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 92-2605404. 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	01/31/2024
Form 1065	03/15/2024
Form 944	01/31/2024

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*.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EL RINCON TACOS & MARGARITAS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011663580	01/1/2024	12/31/2024

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: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1956 S UNIVERSITY BLVD STE B MOBILE AL 36609-2928



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.571.8535 or this should be included on your deed and/or lease paperwork

1956 S University Blvd, Suite B
Mobile, AL 36609

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by El Rincon Tacos & Margaritas LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 16th day of September, 2024

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Katlyn Lumpkin

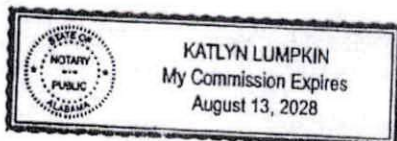
Katlyn Lumpkin

8-13-28

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



John White-Spinner

Carolina Victoria Mates Topic

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

3201 Dauphin St, Ste A

City, State, Zip

Mobile, AL 36606

Date Agreement Signed

09-16-24

06/01/2024

Application Property Ownership

My Place

City of Mobile Home

GIS Data

Information for Address: 1956 S University Blvd # B

[Search for New Address:](#)

Parcel Owner / Mailing Address:

Hc20ws Llc
P O Box 7475
Mobile, AL 36670

Parcel Information:

Parcel: **R022808344002068.002 / 3229919**

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W34

Census Tract:

003707

Zipcode:

36609

--- Public Services ---

Garbage Pickup:

(Thursday West / Route B)

Trash Pickup:

(Friday South / 10-TD-11)

Fire District:

(Fire Station 22 Tapia)

Police Precinct/Beat:

(Precinct 4 Beat 43A)

--- Political ---

City Council District:

District: (4)

Ben Reynolds - (251) 208-7441

County Commissioner District:

District: (2)

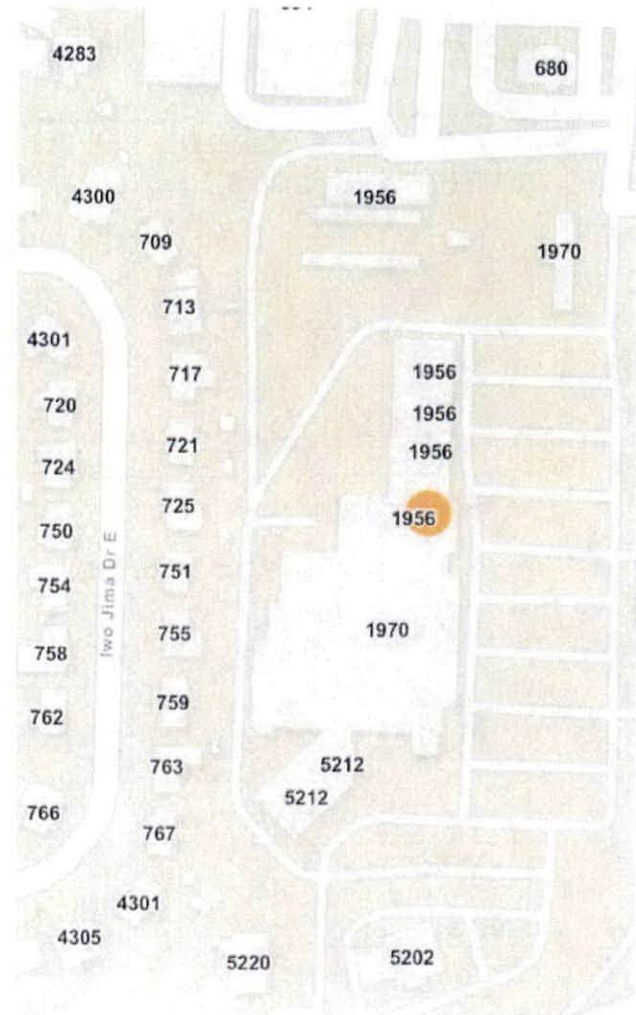
State House District:

District: (104)

State Senate District:

District: (35)

--- Additional Links ---



+

-



Data Source: Property data is from the Mobile County Revenue Commission. Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 3229919 For Year 2024

Property Details

Account

Key Number: 3229919

Legal Description: PART OF LOT 3 NEIGHBORHOOD MARKET S/D MBK 96/42 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION, THEN RUN SOUTH 180.70 FT TO THE POINT OF BEGINNING THEN CONTINUE SOUTH 179.05 FT, THEN WEST 66.32 FT THEN SOUTH 45.73 FT THEN WEST 94.87 FT THN SOUTHWEST 41.66 FT THEN WEST 166.43 FT THEN NORTH 36.10 FT THEN NORTHEASTERLY 82.54 THEN NORTH 105 FT THEN WEST 64 FT THEN NORTH 75 FT(S) THEN EASTERLY 230 FT(S) THEN SOUTH 15 FT(S) THEN EAST 155 F

Parcel Number: 2808344002068002

Type: Real

Property Class: 2

Location

Address: 1956 UNIVERSITY BLVD S

Owner

Name: HC20WS LLC

Mailing Address: P O BOX 7475

MOBILE , AL 36670-0475

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$1,413,400

Land Value: \$388,400

Appraised Value: \$1,801,800

Taxable Value: \$1,801,800

Assessed Value: \$360,360

VALUES DISPLAYED ARE 2024 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

EL RINCON TACOS AND MARGARITAS LLC

Trade Name (DBA)

EL RINCON TACOS AND MARGARITAS

Location Address

1956 SOUTH UNIVERSITY BLVD STE B

Application Number

2024 - 5690

Notice Post Date @ Location

09/13/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

October 1, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


R Shawn Skinner
Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. 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.

COMMERCIAL LEASE

This commercial lease ("Lease") is made and entered into on this the 1st day of June, 2023 ("Effective Date") by and between UNCO, LLC, an Alabama Limited Liability Company and KIDCO, LLC An Alabama limited liability company (herein called "Landlord"), and El Rincon Tacos & Margaritas LLC (herein called "Tenant").

WITNESSETH

ARTICLE I GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises, now or hereafter to be erected in the premises commonly known as 1956 S University Blvd, Suite B in University Oaks Shopping Center (herein called the "Shopping Center"), in the City of Mobile and State of Alabama, zip code 36609, which premises consists of a one story building containing an area of approximately 1,200 square feet, hereinafter called the "leased premises". The boundaries, location and dimensions of the leased premises are highlighted in red on the site plan, which is marked Exhibit "A", attached hereto and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit A and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for Three (3) years commencing on June 1, 2023¹ ("Rent Commencement Date") and expiring on May 31, 2026 ("Lease Term"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the

¹ If a date for the Rent Commencement Date is not filled in the blank provided above, the Rent Commencement Date shall be the Effective Date.

TENANT:

El Rincon Tacos & Margaritas LLC

Witness:

By

Raul Romero

STATE OF ALABAMA)

MOBILE COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that **Raul Romero** 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/she as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1 day of June 2023.



Notary Public for the State of Alabama at Large

My Commission Expires: 9.2.2024



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

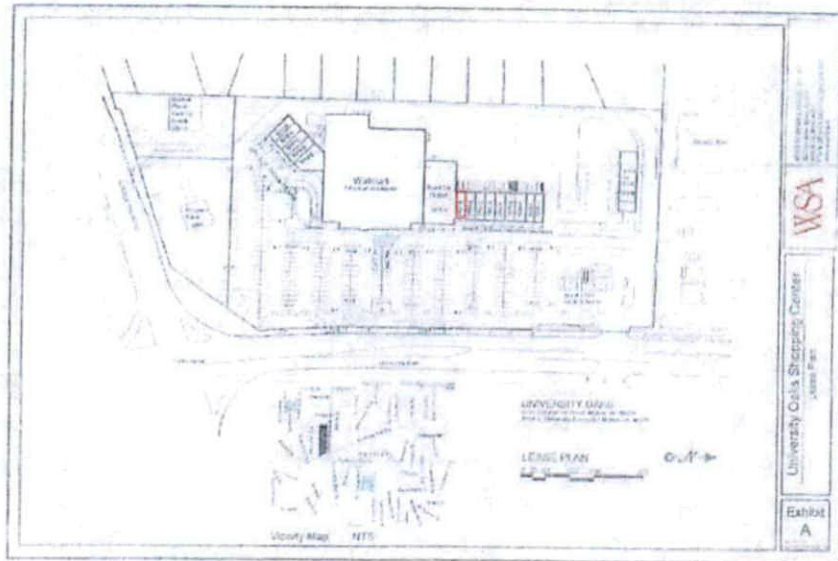
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with Al ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name El Rincon Tacos & Margaritas LLC				Trade Name (DBA) El Rincon Tacos & Margaritas			
Company Physical Address (Street Address, Suite #) 1956 S University Blvd Ste B				City Mobile	State AL	Zip Code 36609	
Business Contact Person Information Name Carolina V Matos Topia		Title Member	Phone 228 3822312	Email elrinconms@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1200	Parking Provided 4+	Parking Required 4	Compliance ✓	Zoning B-3	Approved ✓		
Comments EXISTING RESTAURANT SPACE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell c. whistler			Date 9-13-2024		

| Planning and Zoning

Exhibit "A"



RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that John Velliantis is appointed to the Mobile City County Youth Council.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Mims Park - Field Improvements B, C, and D

CAPITAL PROJECT #: C0037 (20002000-48010)

CONTRACT AMOUNT: \$294,650.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-048-22

PROJECT DESCRIPTION: Improvements to fields B, C, and D to include grading, sod, and irrigation.

VENDOR NAME: J. Hunt Enterprise General Contractors, LLC

VENDOR NUMBER: 298480

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 09/24/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: J. Hunt Enterprise General Contractors, LLC

Project Name: CIP Mims Park - Field Improvements B, C, and D

Project Number: PR-048-22

Amount: \$294,650.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

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Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 09/24/2024



09.24.2024

09:28AM

Dear Council Members:

Attached to this memo is an agreement between the J HUNT ENTERPRISES GENERAL CONTRACTORS LLC and the City of Mobile, for the project titled "Mims Park - Athletic Restroom/Concession and Field Improvements B, C & D" in the amount of \$294,650.00.

Improvements to fields B, C and D including grading, sod, and irrigation.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

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)

J. Hunt Enterprise General Contractors, L.L.C.
9330 Ben Hamilton Rd
Theodore, AL 36582
City of Mobile Business License Number: 98047
Secretary of State Registration Number: 000-489-039

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

Mims Park - Field Improvements B, C & D
5400 Grishilde Drive
Mobile, Alabama 36633
PR-048-24

The project includes improvements to Fields B, C and D including minor grading, sodding and irrigation.

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

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

Christian Preus Landscape Architecture, PLLC
307 De La Mare Avenue
Fairhope, Alabama 36532

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(2049993560)

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ 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.)

☒ Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety Four Thousand Six Hundred Fifty (\$ 294,650.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$231,650.00

Contingency Allowance: \$15,000.00

Total Bid: \$246,650.00

Additive Alternate #1: \$16,800.00

Additive Alternate #2: \$14,400.00

Additive Alternate #3: \$16,800.00

Total Contract Sum: \$294,650.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1 Irrigation Field B:	\$16,800.00
Additive Alternate #2 Irrigation Field C:	\$14,400.00
Additive Alternate #3 Irrigation Field D:	\$16,800.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Fifteen Thousand and 00/100 (\$15,000.00)

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

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

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

(Table deleted)

undertaking work.

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

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

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that J Hunt Enterprises General Contractors LLC. has completed the contract for Mims Park - Field Improvements B, C & D 5400 Grishilde Drive Mobile, Alabama 36633 PR-048-24. 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.

(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.

Init.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jeremy Hunt, Owner
9330 Ben Hamilton Rd.
Theodore, AL 36582
dana@jhuntgc.com
251-660-1076

§ 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.

- .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
- .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

Init.

C. Bodily Injury by Disease \$1,000,000 each policy

.4 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit

.5 Such comprehensive policy shall include the following:

A.	All liability of the Contractor, for the Contractor's Direct Operations.	
B.	Subcontractor's Operations.	
C.	Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.	
D.	General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.	
E.	Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below	
F.	Broad Form Property Damage Coverage, including Completed Operations.	
G.	Personal Injury Liability, with employee's exclusions removed.	
H.	Explosion and Collapse Hazard: Included or X Not Applicable.	
I.	Underground Hazard: Included or X Not Applicable.	

.6 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property damage	\$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	\$1,000,000 combined single limit

.7 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.8 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on

a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .10 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .11 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .12 "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.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

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

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
0.00	COVER SHEET	07/09/2024
C1.1	PROJECT NOTES	07/09/2024
C2.0	EXISTING CONDITIONS & DEMOLITION PLAN	07/09/2024
	FIELD B GRADING PLAN - LITTLE LEAGUE	
C3.0	BASEBALL FIELD	07/09/2024
	FIELD C GRADING PLAN - TEE-BALL FIELD	
C3.1	FIELD D GRADING PLAN - SOFTBALL FIELD	07/09/2024
C3.2	TYPICAL DETAILS SHEET	07/09/2024
C4.0	EROSION & SEDIMENT CONTROL PLAN	07/09/2024
C5.0	EROSION & SEDIMENT CONTROL DETAILS	07/09/2024
C6.0	EROSION & SEDIMENT CONTROL DETAILS	07/09/2024
C6.1	FIELD FINISHES OVERALL SITE MAP	07/09/2024
F-100	FIELD B FINISHES	07/09/2024
F-101	FIELD C FINISHES	07/09/2024
F-102	FIELD D FINISHES	07/09/2024
F-103	FIELD FINISH DETAILS	07/09/2024
F-200	ALTERNATE FIELD B IRRIGATION PLAN	07/09/2024
I-100	ALTERNATE FIELD C IRRIGATION PLAN	07/09/2024
I-101	ALTERNATE FIELD D IRRIGATION PLAN	07/09/2024
I-102	ALTERNATE IRRIGATION DETAILS	07/09/2024
I-200		07/09/2024

- .4 Specifications

Section	Title	Date
	DIVISION 1 GENERAL REQUIREMENTS	
Section 01010	Summary of Work	07/31/2024
Section 01045	Cutting and Patching	07/31/2024
Section 011200	Multiple Contracts and Occupied Areas	07/31/2024
Section 012100	Allowances	07/31/2024

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Section 012300	Alternative Bid Items	07/31/2024
Section 012500	Substitution Procedures	07/31/2024
Section 013100	Project Management & Co-ordination	07/31/2024
Section 013200	Construction Progress Documentation	07/31/2024
Section 013300	Submittal Procedures	07/31/2024
Section 017300	Execution Requirements	07/31/2024
Section 017700	Close out Procedures	07/31/2024
Section 017823	Operation and Maintenance Data	07/31/2024
Section 017839	Project Record Documents	07/31/2024
	DIVISION 02 SITEWORK	
Section 024119	Selective Demolitions	07/31/2024
	DIVISION 31 EARTHWORK	
Section 311000	Site Clearing	07/31/2024
Section 312000	Earth Moving	07/31/2024
Section 312316	Earth Excavation and Backfilling for Structures	07/31/2024
Section 312333	Backfilling	07/31/2024
Section 312333	Excavating, Trenching & Backfilling for Utilities	07/31/2024
Section 312500	Erosion and Sedimentation Controls	07/31/2024
	DIVISION 32 EXTERIOR IMPROVEMENTS	
Section 328400	Irrigation	07/31/2024
Section 329300	Plants Soils and Sod	07/31/2024
Section 329200	Turfs and Grasses	07/31/2024
	DIVISION 33 UTILITIES	
Section 330525	Location of Existing Utilities	07/31/2024

.5 Addenda, if any:

Number	Date
Addendum 1	August 13, 2024

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A

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Section 00500	Office of Supplier Diversity Subcontracting and Major Supplier Plan Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

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

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

§ 9.2.7 Non-Agency Clause:

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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

Init.

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor:

J. Hunt Enterprises General Contractors, LLC.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Jeremy Hunt, Owner

(Printed name and title)

ATTEST:

City Clerk

STATE OF
COUNTY OF

ALABAMA
Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Hunt as Owner of J. Hunt Enterprises General Contractors, 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 23 day of September, 20 24.

[Signature]

NOTARY PUBLIC

My Commission Expires:

12/2/26



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User Notes:

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15

EXHIBIT A
SCOPE OF WORK

Mims Park - Field Improvements B, C, and D

Project #PR-048-24

This project for the City of Mobile includes Ball Field Improvements to the existing playing fields B, C, and D at Mims Park located at 5400 Grishilde Drive, in Mobile Alabama. The improvements to the fields include removing and replacing all or a portion of the sod at the existing fields B, C, and D. Re-grading of the fields and rehabbing of the current infields will also be included. The additive alternates from the Construction Bid shall be included in the scope for this project and include irrigating the sod at all three fields. Minor erosion stabilization near some of the bleachers including gravel installation will also be part of this phase of work.

END OF SCOPE OF WORK

THAMES BATRÉ

INSURANCE • SINCE 1891

MEMORANDUM:

Date: September 16, 2024
To: J Hunt Enterprises General Contractors, LLC
From: Peyton L. Mattei, Attorney-in-Fact
Re: Mims Park-Field Improvements (PR-048-24)

To Whom It May Concern:

As a representative and Attorney-in-Fact for FCCI Insurance Company, Sarasota, FL regarding the above-mentioned Performance and Labor and Material Bond for J Hunt Enterprises General Contractors, LLC, I give Mobile County the authority to date the Power of Attorney, Payment and Performance and Labor and Material Bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,



Peyton L. Mattei
Attorney-in-Fact



Bond # 8801514

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, J Hunt Enterprises General Contractors, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of \$294,650.00 and xx/100 Dollars (\$294,650.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Mims Park – Field Improvements (PR-048-24) 5400 Grishilde Drivet, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: J Hunt Enterprises Gen. Cont., LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: Jeremy Hunt, Owner

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Peyton L. Mattei, Attorney-in-Fact

Resident Agent: _____

(Signature)

Name and Title: Peyton L. Mattei, Attorney-in-Fact
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251-473-9000/251-473-9010

Owner's Representative: Shannon McIntyre

Capital Improvement Mgr.
PO Box 1827
Mobile, AL 36633
251-508-7752

Performance Bond



GENERAL POWER OF ATTORNEY

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

Harry W. Mattei, L Taylor Beville, M Harland Ison, Jr., Peyton L. Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

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

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

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

Attest:

Christina D. Welch, President
FCCI Insurance Company



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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Notary Public

CERTIFICATE

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

Dated this _____ day of _____,

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

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, J Hunt Enterprises General Contractors,
as Principal, and FCCI Insurance Company, as Surety, are
held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called
the "Obligee") in the penal sum of \$294,650.00 and xx/100 (\$ 294,650.00) 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 Oblige, 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 City of Mobile, Mims Park – Field Improvements (PR-048-24) 5401 Grishilde
Drive, Mobile, Alabama, 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 Peyton L. Mattei, Attorney-In-Fact, as the agent
of each of them to receive and accept service of process or other pleading issued or filed in any proceeding
instituted on this bond and hereby consent that such service shall be the same as personal service on the
Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other
process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by
leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of
Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that
the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's
Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit,
action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: J Hunt Enterpr. Gen. Cont., LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

Jeremy Hunt, owner

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Peyton L. Mattei

Resident Agent: _____

(Signature)

Name and Title: Peyton L. Mattei

Company Name: Thames Batre Insurance

Address: 2065 Old Shell Rd Mobile, AL 36607

Phone/Fax: 251-473-9000 251-473-9010

Owner's Representative: Shannon McIntyre

Capital Improvement Mgr.

PO Box 1827

Mobile, AL 36633

251-508-7752

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

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

Harry W. Mattei, L Taylor Beville, M Harland Ison, Jr., Peyton L. Mattei

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

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

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

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

Attest:

Christina D. Welch, President
FCCI Insurance Company



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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Notary Public

CERTIFICATE

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

Dated this _____ day of _____,

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.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

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Subcontracting and Major Supplier Plan

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205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	J Hunt Enterprises General Contractors
Address	9330 Ben Hamilton Rd, Theodore, AL 36582
Telephone	251-660-1076
E-Mail	dana@jhuntgc.com

RFP/RFQ Solicitation Number	PR-048-24
Project Description	Field Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ²² Female ³ Minority ³ Non-minority ¹⁶ SDVO ¹⁶
Total #of Employees	²⁸

Subcontractor/Major Supplier Plan submitted by:

Printed Name: James Poore

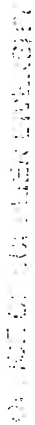
Signature: James H Poore Date: 8-21-2024

Title: Operations 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: Dana Harbin Title: Office Manager

Email: Dana@jhuntgc.com Phone: 251-660-1076



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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Please Print Company J Hunt Enterprises General Contractors

Date: 8-21-2024

08 / 21 / 2024 Description Mims Park-Field Improvements

Name of Bidder/Proposer: Jim Poore

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

[illegible]



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

Form 2: Good Faith Effort Documentation

J Hunt Enterprises General Contractors

Name of Bidder:

Dana Harbin

Contact Person:

Phone 251-660-1076

Email dana@jhntgc.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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



Alabama Secretary of State



J. Hunt Enterprise General Contractors, L.L.C.	
Entity ID Number	000-489-039
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/19/2007
Registered Agent Name	HUNT, JEREMY EDWARD
Registered Office Street Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Registered Office Mailing Address	9330 BEN HAMILTON ROAD THEODORE, AL 36582
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	HUNT, JEREMY
Member Street Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Member Mailing Address	4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Annual Reports	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	06/28/2019
Incorporator/Member/Partner Activity	HUNT, JEREMY
Transaction Date	06/28/2019
Principal Office Changed From	THEODORE, AL
Transaction Date	06/28/2019
Registered Agent Changed From	HUNT, JEREMY EDWARD 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	07/01/2019
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2019

J. Hunt Enterprise General Contractors, L.L.C.	
Registered Agent Changed From	HUNT, JEREMY EDWARD 5774 LUNDY RD THEODORE, AL 36582
Transaction Date	09/14/2020
Agent Mailing Address Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Transaction Date	09/14/2020
Registered Agent Changed From	HUNT, JEREMY EDW 4657 GOLD MINE ROAD EAST MOBILE, AL 36619
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/19/2007 Certificate of Formation 2 pgs.
Document Date / Type / Pages	07/01/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	07/03/2019 Articles of Amendment 3 pgs.
Document Date / Type / Pages	09/14/2020 Registered Agent Change 2 pgs.

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



Company ID Number: 710146

Approved by:

Employer J Hunt Enterprises General Contractors, L.L.C	
Name (Please Type or Print) Kathryn G Beam	Title
Signature Electronically Signed	Date 09/11/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2013



Company ID Number: 710146

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J Hunt Enterprises General Contractors, L.L.C
Company Facility Address	4657 Gold Mine Rd. E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631235305
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



JHUNTEN-01

MSTABLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2024

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Ashley Spaulding, CISR	
	PHONE (A/C, No, Ext): (251) 643-7043 FAX (A/C, No): (251) 473-9010	
	E-MAIL ADDRESS: ashley@thamesbatre.com	
INSURED J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Indemnity Company	23280
	INSURER B: Ascot Specialty Insurance Company	
	INSURER C: ACE American Insurance Co.	22667
	INSURER D: The Sheffield Fund	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	EPP 0588579	9/3/2024	9/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	EBA 0588579	9/3/2024	9/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ESXS2310002562-02	9/3/2024	9/3/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	HDO G7146064	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Worker's Compensation			600-2024-26302-00	1/1/2024	12/31/2024	Per Statute
A	Equipment Floater			EPP 0588579	9/3/2024	9/3/2025	Leased/Rented \$ 300,000

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

Project: #PR-048-24 - Mims Park Field Improvements B, C & D

Regarding Workers Compensation, Jeremy Hunt is an excluded officer.

With regard to the City of Mobile:

General Liability:

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED J. Hunt Enterprises General Contractors, LLC 9330 Ben Hamilton Road Theodore, AL 36582	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 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:

Additional Insured provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

Automobile:

Additional Insured provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Langan Ball Park - Structural Retaining Wall And Grading Improvements

CAPITAL PROJECT #: C0817 (20002000-48010)

CONTRACT AMOUNT: \$241,405.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-020A-22

PROJECT DESCRIPTION: THIS PROJECT CONSIST OF IMPROVEMENTS TO AN EXISTING RETAINING WALL.

VENDOR NAME: PL RUSSELL, LLC

VENDOR NUMBER: 299374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 09/24/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

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

Name of Company: PL Russell, LLC

Project Name: CIP Langan Ball Park - Structural Retaining Wall And Grading Improvements

Project Number: PR-020A-22

Amount: \$241,405.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Langan Ball Park - Structural Retaining Wall And Grading Improvements**

CAPITAL PROJECT #: **C0817 (20002000-48010)**

CONTRACT AMOUNT: **\$241,405.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-020A-22**

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VENDOR NAME: **PL RUSSELL, LLC**

VENDOR NUMBER: **299374**

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

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

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **09/24/2024**



09.23.2024

09:13AM

Dear Council Members:

Attached to this memo is an agreement between the PL RUSSELL and the City of Mobile, for the project titled "Langan Park - Structural Retaining Wall Replacement" in the amount of \$241,405.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

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

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)

PL Russell, LLC
251 Saint Anthony Street
Mobile, AL 36603

City of Mobile Business License Number: 125450
Secretary of State Registration Number: 001-025-850

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

Langan Ball Park - Structural Retaining Wall and Grading Improvements
Billy Bedsole Run
Mobile, Alabama 36608
PR-020A-22

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

Barter & Associates, Inc.
1614 Government St.
Mobile, AL 36604-1102

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(844722551)

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)

☒ 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.)

☒ Not later than One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

Init.

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User Notes:

(844722551)

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty-One Thousand Four hundred Five and 00/100 Dollars (\$241,405.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$231,405
Contingency Allowance:	\$10,000.00
Total Bid:	\$241,405.00

§ 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: Ten Thousand and 00/100 Dollars (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or 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)
1. Provide and install all materials necessary for One (1) Cubic Yard of Concrete.	Cubic Yard	\$950.00
2. Provide and install all materials necessary for One (1) Linear Foot of Concrete Retaining Wall.	Linear Foot	\$665.00

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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§ 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:

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(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.

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

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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 PL Russell, LLC has completed the contract for Langan Ball Parks Structural Wall Repair and Grading Improvements - Project Number: PR-020a-22, Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

PL Russell LLC
Ben Russell, President
251 Saint Anthony Street
Mobile, AL 36633
info@plrussell.com
251-385-6091

§ 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

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Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America
- .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 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
- .4 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 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.
- .5 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

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- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .7 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.
- .8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .9 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.
- .10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

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

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

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

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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.

.3 Drawings

Number	Title	Date
S0.0	GENERAL NOTES	09/01/2023
C-4	LANGAN PARK – EXISTING SITE AND REMOVAL PLAN	09/01/2023
C-5	LANGAN PARK – GRADING AND DRAINAGE PLAN	09/01/2023
C-6	LANGAN PARK – EROSION CONTROL PLAN	09/01/2023
C-7	CONSTRUCTION NOTES AND DETAILS	09/01/2023
S1.1	LANGAN PARK – RETAINING WALL	09/01/2023

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	02/22/2024
Section 01011	Multiple Contracts and Occupied Areas	02/22/2024
Section 01210	Allowances	02/22/2024
Section 01220	Unit Prices	02/22/2024
Section 01230	Alternative Bid Items	02/22/2024
Section 01310	Project Management & Co-ordination	02/22/2024
Section 01320	Construction Progress Documentation	02/22/2024
Section 01330	Submittal Procedures	02/22/2024
Section 01635	Substitution Procedures	02/22/2024
Section 01700	Execution Requirements	02/22/2024
Section 01731	Cutting and Patching	02/22/2024
Section 01770	Close out Procedures	02/22/2024

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Section 017839	Project Record Documents	02/22/2024
Section 017823	Operation and Maintenance Data	02/22/2024
Section 023100	Clearing, Grubbing, and Demolition	09/01/2023
Section 022100	Site Grading	09/01/2023
Section 022600	Soil Compaction Control	09/01/2023
Section 026100	Asphalt Paving	09/01/2023
Section 026200	Concrete Paving, Curbs, and Walks	09/01/2023
Section 027000	Storm Drainage System	09/01/2023
Section 028000	Topsoil, Ground Preparation, and Turfing	09/01/2023
Section 032000	Concrete Reinforcing	09/01/2023
Section 033000	Cast in Place Concrete	09/01/2023
Section 042200	Concrete Unit Masonry	09/01/2023

.5 Addenda, if any:

Number	Date
Addendum No. 1	March 20, 2024
Addendum No. 2	March 20, 2024

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

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond

Init.

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User Notes:

(844722551)

Section 00700

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

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 9.2.7 Non-Agency Clause:

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

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User Notes:

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Init.

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

City of Mobile

Legal Name of Party to Contract:

Contractor: PL Russell, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Ben Russell, President

(Rows deleted)
(Printed name and title)

(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Ben Russell as President of PL Russell, 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 9th day of September, 20 24.

NOTARY PUBLIC

My Commission Expires: 12-16-26



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User Notes:

(844722551)

**EXHIBIT A
SCOPE OF WORK**

**LANGAN BALL PARK - STRUCTURAL RETAINING WALL
AND GRADING IMPROVEMENTS**

Project #PR-020A-22

The work of this contract consists of improvements to an existing retaining wall.

END OF SCOPE OF WORK

Turner Insurance & Bonding Co.

PATRIOT | PARTNER AGENCY

445 Dexter Avenue, Suite 5030
Montgomery, AL 36104

PO Drawer 230789
Montgomery, AL 36123

Office
(334) 244-0004

Fax
(334) 244-0350

Web
Turnerfirst.com

August 28, 2024

City of Mobile
P.O. Box 1827
Mobile, Alabama 36603

Re: PL Russell, LLC
Langan Ball Park – Structural Retaining Wall and Grading Improvements
(PR-020A-22) Billy Bedsole Run, Mobile, Alabama

To whom it may concern:

As a representative of Western Surety Company regarding the above-mentioned performance and payment bonds for PL Russell, LLC. I give City of Mobile the authority to date the Power of Attorney for the above referenced project that is attached to each bond the same date the bonds and contracts are executed.

If you would be so kind, please let me know what date you use. If you would like, you can email this information to me at rellis@turnerfirst.com.

If you need anything further, please do not hesitate to contact me.

Regards,



Renee Ellis

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, PL Russell, LLC, 251 Saint Anthony Street, Mobile, AL 36603, hereinafter called the Principal, and Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of Two Hundred Forty-One Thousand Four hundred Five and 00/100 Dollars (\$241,405.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Langan Ball Park - Structural Retaining Wall and Grading Improvements (PR-020A-22) Billy Bedsole Run Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: PL Russell, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title: Ben Russell, President

SURETY

Company: Western Surety Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Renee Ellis, Attorney in Fact

Resident Agent: _____

(Signature)

Name and Title: Renee Ellis, Alabama Resident Agent

Company Name: Turner Insurance & Bonding Company

Address: 445 Dexter Avenue, Suite 5030

Montgomery, AL 36104

Phone and Fax: 334-244-0004 p 334-244-0350 f

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, PL Russell, LLC, 251 Saint Anthony Street, Mobile, AL 36603, as Principal, and Western Surety Company 151 N. Franklin Street, Chicago, IL 60606, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred Forty-One Thousand Four hundred Five and 00/100 Dollars (\$241,405.00) 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 Oblige, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Langan Ball Park - Structural Retaining Wall and Grading Improvements (PR-020A-22) Billy Bedsole Run Mobile, Alabama 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: PL Russell, LLC
(Corporate Seal)

By: _____

(Signature)

Name and Title:

Ben Russell, President

SURETY

Company: Western Surety Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Renee Ellis, Attorney in Fact

Resident Agent: _____

(Signature)

Name and Title: Renee Ellis, Alabama Resident Agent

Company Name: Turner Insurance & Bonding Company

Address: 445 Dexter Avenue, Suite 5030

Montgomery, AL 36104

Phone and Fax: 334-244-0004 p 334-244-0350 f

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827

Labor and Material Payment Bond

Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price,
Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



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

Section I. Information about your company

FORM 1: Background and Plan

Company	PL RUSSELL LLC
Address	251 SAINT ANTHONY ST MOBILE, AL 36633
Telephone	251-385-6091
E-Mail	info@prussell.com

RFP/RFQ Solicitation Number	PR-020A-22
Project Description	LANGAN BALL PARK RETAINING WALL REPAIRS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 12 Female 1 Minority 7 Non-minority 6 SDVO
Total # of Employees	13

Subcontractor/Major Supplier Plan submitted by:

Printed Name: BEN RUSSELL
Signature: [Signature] Date: 3/27/27
Title: PROJECT 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: CARSON TARTAGLIA Title: PM
Email: carson@prussell.com Phone: 251-421-6183



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

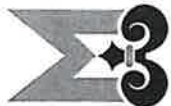
Please Print Company PL Russell Your Bid/Proposal Amount \$ 231,405 Date: _____

3 / 27 / 24 Description LANGAN BALL PARK RETAINING WALL REPAIR

Name of Bidder/Proposer: PL Russell

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: BEN RUSSELL

Phone 251-599-1144 Email ben@plrusSELL.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



PL Russell LLC	
Entity ID Number	001-025-850
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	06/19/2022
Registered Agent Name	Russell, Benjamin S
Registered Office Street Address	4100 Ursuline Drive Mobile, AL 36608
Registered Office Mailing Address	4100 Ursuline Drive Mobile, AL 36608
Nature of Business	
Transactions	
Transaction Date	06/19/2022
Miscellaneous Filing Entry	New Entity Effective 06-20-2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/19/2022 Certificate of Formation 3 pgs.

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



Company ID Number: 381201



Client Company ID Number: 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	Title
Signature Electronically Signed	Date 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	Title
Signature Electronically Signed	Date 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/25/2023



Company ID Number: 381201

Client Company ID Number: 2306613

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



PLRUSSE-01

ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2024

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Co. NAIC # 41394 INSURER B: Ala Branch of AGC of Amer Inc SIF #0100R A-VI 055028 INSURER C: Lloyd's of London 32727 INSURER D: Midwest Employers Casualty Co 23612 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CPP02292	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	XLP02294	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	MA690-2024	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Polluti			ANE520221624	7/15/2024	7/15/2025	Professional/Polluti 1,000,000
D	Workers Compensation			EWC009234	1/1/2024	1/1/2025	See above limits

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

Project: Langan Ball Park - Structural Retaining Wall and Grading Improvements Billy Bedsole Run Mobile, Alabama 36608 PR-020A-22

City of Mobile is named as Additional Insured as respects General Liability, Auto Liability and Umbrella on a primary and Non-Contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers Compensation. 30 Day notice of cancellation applies where required by written contract.

*Please note Coverage A- Bodily Injury and Property Damage Liability Limit is \$1,000,000.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Dana Safety Supply Inc for patrol and admin upfitting of six Chevrolet Tahoe PPV SUVs and eight Ford F150 Responder pickup trucks for MPD.

Amount of Contract:

\$150,874.30

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240925 Dana Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 1 October 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent

Department Head

Sponsored by: William S. Stimpson
Name

Mayor

Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Dana Safety Supply Inc for patrol and admin upfitting of
six Chevrolet Tahoe PPV SUVs and eight Ford F150 Responder pickup trucks for MPD.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$150,874.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor -30 Sep 2024

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>13160,</u> <u>14684</u>	2024	(F7000) MOTOR POOL	PATROL AND ADMIN UPFITTING FOR SIX CHEVROLET TAHOE PPV SUVS AND EIGHT FORD F150 RESPONDER PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	\$150,874.30	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013160-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To 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
08/01/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER STATE OF ALABAMA CONTRACT MA230000004209 AND YOUR QUOTE 548353 ADMIN UPFITTING FOR SIX 2024 CHEVY TAHOES PD. AS PER THE ATTACHED AS PER STATE OF ALABAMA CONTRACT MA420000004209 AND YOUR QUOTE 548353	6.00	10605.49000	63632.94
-----	---	------	-------------	----------

Additional Description Notes

ADMIN UPFITTING FOR SIX 2024 CHEVY TAHOES PD

SEE ATTACHMENTS

AS REQUESTED BY 1530-PD

1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.			63632.94
---	--	--	--	----------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014684-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To 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
09/13/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER STATE OF ALABAMA CONTRACT MA2300000004209 AND YOUR QUOTE UPFITTING FOR EIGHT (8) 2024 FORD F-150 RESPONDER UNITS TO BE UP FITTED AS PER THE ATTACHED QUOTE 534010-1 PRICING AS PER STATE OF ALABAMA CONTRACT MA2300000004209 Additional Description Notes UPFITTING FOR EIGHT (8) 2024 FORD F-150 RESPONDER UNITS SEE ATTACHMENTS AS REQUESTED BY 1530-PD	8.00	10905.17000	87241.36
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1	7000.40.20.0000.0000.2070.0000.0000.47010. E MP01530 .CAPEQUIPMT.			87241.36
---	--	--	--	----------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014684-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

GREENSBORO, NC 27407

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 87241.36

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

Account	Amount	Remaining Budget
E MP01530 .CAPEQUIPMT.	87241.36	3620041.02

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47010.		
	87241.36	5618569.18
MOTOR POOL EXP		
EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	09/15/24	CHARLES SUMRALL	
Approved	09/16/24	SHONNDA SMITH	
Approved	09/16/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	09/25/24	DONALD ROSE	Auto approved by: 9105paij
Approved	09/25/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/25/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	09/25/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	09/25/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	09/25/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	09/25/24	JOHN PAINE	
Approved	09/25/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00014684-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
DANA SAFETY SUPPLY INC	MUNICIPAL GARAGE
4809 KOGER BLVD	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	AGEET@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
09/13/24	290980
	MOTOR POOL
-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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Contract Header

Contract Statewide Emergency Lighting - Dana Safety	Type Master Agreement
Supplier Dana Safety Supply, Inc	Contract Code MA230000004209
Linked Solicitation Emergency Lighting, Consoles, Guards & Vaults Bid	Sourcing Number SRC0000016881

Contact Information

Contract Responsible

Supplier Contact

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date 9/7/2023	End Date 9/6/2025
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Documents

- Master_Agreement_V1.pdf
- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Items

Item Name	Product Code	UOM
Code 3 Emergency Lighting	1	0.00 USD
Code 3 Emergency Lighting	2	68.75 Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00 USD
Fenlex Emergency Lighting	7	0.00 USD
Fenlex Emergency Lighting Labor Rate	8	68.75 Hour
Fenlex Lighting Shop Supplies	9	0.00 USD
Go-Rhino Emergency Lighting	10	0.00 USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75 Hour
Go-Rhino Lighting Shop Supplies	12	0.00 USD
Havis Emergency Lighting	13	0.00 USD
Havis Emergency Lighting Labor Rate	14	68.75 Hour
Havis Lighting Shop Supplies	15	0.00 USD
Pro-Gard Emergency Lighting	16	0.00 USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75 Hour
Pro-Gard Lighting Shop Supplies	18	0.00 USD
Soundoff Signal Emergency Lighting	19	0.00 USD
Soundoff Signal Lighting Labor Rate	20	68.75 Hour
Soundoff Signal Lighting Shop Supplies	21	0.00 USD
Star Signal Emergency Lighting	22	0.00 USD
Star Signal Lighting Labor Rate	23	68.75 Hour
Star Signal Lighting Shop Supplies	24	0.00 USD
Gamber Johnson Products	31	0.00 USD
Gamber Johnson Labor Rate	32	68.75 Hour
Gamber Johnson Shop Supplies	33	0.00 USD
Westin Products	34	0.00 USD
Westin Labor Rate	35	68.75 Hour
Westin Shop Supplies	36	0.00 USD
Jotto Desk Products	37	0.00 USD
Jotto Desk Labor Rate	38	68.75 Hour
Jotto Desk Shop Supplies	39	0.00 USD
Shipping/Freight	43	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to DS Diesel Services LLC for replacement of Cummins L9 diesel engines in 2018 Pierce and 2016 Rosenbauer pumper fire trucks for Municipal Garage.

Amount of Contract:

\$104,364.68

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240926 Diesel Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 1 October 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders to DS Diesel Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to DS Diesel Services LLC for replacement of Cummins L9 diesel engines in 2018 Pierce and 2016 Rosenbauer pumper fire trucks for Municipal Garage.
Motor Pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$104,364.68

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor -30 Sep 2024

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5901

How many bidders received bid packages (if applicable): 8+ web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>14931,</u> <u>14932</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACE CUMMINS L9 DIESEL ENGINES IN 2018 PIERCE AND 2016 ROSENBAUER PUMPER FIRE TRUCKS FOR MUNICIPAL GARAGE (SEALED BID 5901)	\$104,364.68	<u>(291971) DS</u> <u>DIESEL SERVICES</u> <u>LLC</u>

Adopted:

City Clerk

=====	
Bill To	Requisition 00014931-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	
Vendor	Ship To
DS DIESEL SERVICES LLC	MUNICIPAL GARAGE
2955 W MAIN ST	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	reggie.oyler@cityofmobile.org
Tel#251-554-8261	Delivery Reference
Fax 251-382-1797	CASEY

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

09/25/24	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

	NGPO#:PO-10734			
001	VENDOR TO REMOVE EXISTING ENGINE & INSTALL NEW CUMMINS L9 ENGINE IN 2018 PIERCE PUMPER AS PER CITY OF MOBILE BID #5901 AND YOUR QUOTE AND THE FOLLOWING: NO additional work beyond the scope of the above will be allowed. No additional repairs will be allowed unless pre-approved in writing from the Purchasing Agent of the City of Mobile. NO ADDITIONAL EXPENSE TO THE CITY OF MOBILE SHALL BE INCURRED WITHOUT THE WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. NO CITY EMPLOYEE, MECHANIC, MECHANIC SUPERVISOR, FIRE FIGHTER, CAPTAIN, CHIEF, FIRE MECHANIC OR FIRE MECHANIC SUPERVISOR, OR DIRECTOR, HAS THE AUTHORITY TO APPROVE OR INSTRUCT ANY ADDITIONAL WORK TO BE DONE THAT INCURR ADDITIONAL EXPENSE TO THE CITY OF MOBILE, WITHOUT THE PRIOR WRITEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. SHOULD VENDOR BE DIRECTED TO DO WORK	1.00 LOT	53027.01000	53027.01

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org ===== Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Requisition 00014931-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 2 ===== Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/25/24	291971				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
OUTSIDE OF YOUR BID 5901 CONTACT THE PURCHASING AGENT AT 208-7434 FOR DIRECTION AND ASSISTANCE. WORK DONE WITHOUT PRIOR WRITTEN WILL NOT BE PROCESSED FOR PAYMENT. Additional Description Notes ----- REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2018 PIERCE FIRE PUMPER.			
09/06/2024 BID 5901			

1 7000.40.20.0000.0000.2070.0000.0000.45050.	53027.01
--	----------

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

[Requisition Link](#)

Requisition Total	53027.01
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	53027.01	5593372.39
MOTOR POOL EXP		
REPAIR PARTS		

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

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00014931-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 3		
<table border="0" style="width: 100%;"> <tr> <td style="width: 45%;"> Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797 </td> <td style="width: 55%;"> Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY </td> </tr> </table>		Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY
Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY		

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/25/24	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Approved 09/25/24 CHARLES SUMRALL			
	Approved 09/26/24 SHONNDA SMITH			
	Approved 09/26/24 CHERI BOUCHER			
	Approved 09/26/24 DONALD ROSE			
	Approved 09/26/24 SANDRA LEWIS			
	Approved 09/26/24 STEVEN KRONINGER			
	Approved 09/26/24 SAMANTHA COOLEY			
	Approved 09/26/24 LONELL HARRIS			
	Approved 09/26/24 ANNE FOLEY			
	Approved 09/26/24 JOHN PAINE			
	Approved 09/26/24 MICHAEL SPAFFORD			
	Comment			
	Approve repairs			
	Auto approved by: 910518244			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			
	Auto approved by: 9105paij			

Authorized By: _____ Date: _____

Signature

=====	
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00014932-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved
=====	
Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY
=====	

Date Ordered Vendor Number Date Required Ship Via Terms Department

09/25/24 291971 FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

NGPO#:PO-10736				
001	VENDOR TO REMOVE EXISTING ENGINE & INSTALL NEW CUMMINS L9 ENGINE IN 2016 ROSENBAUER PUMPER AS PER CITY OF MOBILE BID #5901 AND YOUR QUOTE AND THE FOLLOWING: NO additional work beyond the scope of the above will be allowed. No additional repairs will be allowed unless pre-approved in writing from the Purchasing Agent of the City of Mobile. NO ADDITIONAL EXPENSE TO THE CITY OF MOBILE SHALL BE INCURRED WITHOUT THE WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. NO CITY EMPLOYEE, MECHANIC, MECHANIC SUPERVISOR, FIRE FIGHTER, CAPTAIN, CHIEF, FIRE MECHANIC OR FIRE MECHANIC SUPERVISOR, OR DIRECTOR, HAS THE AUTHORITY TO APPROVE OR INSTRUCT ANY ADDITIONAL WORK TO BE DONE THAT INCURR ADDITIONAL EXPENSE TO THE CITY OF MOBILE, WITHOUT THE PRIOR WRITEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE. SHOULD VENDOR BE DIRECTED TO DO WORK	1.00 LOT	51337.67000	51337.67

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org =====	Requisition 00014932-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 2 =====
Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/25/24	291971				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
OUTSIDE OF YOUR BID 5901 CONTACT THE PURCHASING AGENT AT 208-7434 FOR DIRECTION AND ASSISTANCE. WORK DONE WITHOUT PRIOR WRITTEN WILL NOT BE PROCESSED FOR PAYMENT. Additional Description Notes			

09/06/2024
BID 5901

1 7000.40.20.0000.0000.2070.0000.0000.45050.	51337.67
--	----------

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

[Requisition Link](#)

Requisition Total	51337.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		
MOTOR POOL EXP	51337.67	5591199.05
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	09/25/24	CHARLES SUMRALL	Approve repairs

===== Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00014932-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: Status: Approved Page 3
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===== Vendor DS DIESEL SERVICES LLC 2955 W MAIN ST MOBILE, AL 36612 Tel#251-554-8261 Fax 251-382-1797	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 reggie.oyler@cityofmobile.org Delivery Reference CASEY
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/25/24	291971				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	09/26/24 SHONNDA SMITH			
Approved	09/26/24 CHERI BOUCHER	Auto approved by:	910518244	
Approved	09/26/24 DONALD ROSE	Auto approved by:	9105paij	
Approved	09/26/24 SANDRA LEWIS	Auto approved by:	9105paij	
Approved	09/26/24 STEVEN KRONINGER	Auto approved by:	9105paij	
Approved	09/26/24 SAMANTHA COOLEY	Auto approved by:	9105paij	
Approved	09/26/24 LONELL HARRIS	Auto approved by:	9105paij	
Approved	09/26/24 ANNE FOLEY	Auto approved by:	9105paij	
Approved	09/26/24 JOHN PAINE			
Approved	09/26/24 MICHAEL SPAFFORD	Auto approved by:	9105paij	

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #5901
REPLACEMENT OF EXISTING ENGINES

	<u>PIERCE</u>	<u>ROSENBAUER</u>
EEP	\$63,354.89	\$64,165.54
Diesel Services	\$53,027.01	\$51,337.68
Rogan Mechanix	\$60,269.92	NB
Cummins Midsouth	\$66,705.66	\$67,257.54



ADDENDUM

September 6, 2024

**RE: City of Mobile Bid #5901 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE
IN 2018 PIERCE FIRE PUMPER**

Please consider the following to be Addendum to City of Mobile Bid #5901 for replacement of existing Cummins L9 Engine in 2018 Pierce Fire Pumper.

EDIT

The fire pumper on page 4 is Engine 19 (E19), not Engine 9 (E9).

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/lw

ADDENDUM 2



September 10, 2024

RE: City of Mobile Bid #5901 for REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2018 PIERCE FIRE PUMPER

Please consider the following to be Addendum #2 to City of Mobile Bid #5901 for Replacement of Existing Cummins L9 Engine in 2018 Pierce Fire Pumper.

This bid will now include a 2nd pumper with replacement of Cummins L9 Engine and possible a 3rd.

The 2nd pumper is a 2016 Rosenbauer with VIN # 54F2CB0XGWM11534 with engine serial # 73957397 (aka Engine 7).

The same repairs will be done on the Rosenbauer as on the Pierce pumper.

The City may award the bid to one or more vendors depending on a vendor's ability to handle the repairs.

The City will make the award decision based on a number of factors—job turnaround, pricing, if vendor wants more than 1 truck at a time. Both must be done now.

City will award each truck by itself (Item Based Award).

Terms and conditions are the same for both pumpers and 3rd, if we add a third.

Other changes to bid specifications:

ADD

Engine to be new. Reman NOT acceptable.

LINE 7 – CLEAN THE DEF FILTERS

ADD: Clean or replace DEF filter elements.



LINE 12

DELETE: 1-year unlimited warranty on fuel tank

LINE 13 – 1-YEAR UNLIMITED MILAGE ON DEF FILTER CLEANING

CHANGE TO: 1-year unlimited milage on DPF Filter Cleaning

ADD

InterCooler will be cleaned on both pumbers.

ADD

DPF Filter to be cleaned.

ADD

Place pricing and additional information on the attached Price Sheet.

If you have any further questions, contact the Purchasing Department at purchasing@cityofmobile.org, NOT the fire mechanics, any firefighters or garage personnel. They do not have the authority or permission to make changes to the bid or the specifications.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile
JP/en

PRICE SHEET

2018 Pierce Pumper (E19)

Price to remove and replace engine \$ _____

Time from issuance of Purchase Order to return to City completed
_____ days

2016 Rosenbauer Pumper (E7)

Price to remove and replace engine \$ _____

Time from issuance of Purchase Order to return to City completed
_____ days

THIS BID IS AN ITEM BASED AWARD

****Your response must include the full bid package with signature.**

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 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:
09/06/24	5901	GARAGE	TO BE SPECIFIED

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

12:01 P.M. WEDNESDAY, SEPTEMBER 18, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2018 PIERCE FIRE PUMPER Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop in Cummins Complete L9 Engine. Vendor to Replace <u>ALL</u> Components of the Electric Fuel Pump and Injection Pump. Vehicle is currently at City of Mobile Garage 770 Gayle Street in Mobile. To view Apparatus Contact Charles Sumrall at 251-422-1609. Vendor will need to Tow Pumper to Repair Shop. Vendor will pick Truck up from City of Mobile Garage 770 Gayle Street Mobile, AL 36604. Vendor will deliver Apparatus under its own power back to the City. Vendor will follow Cummins break-in procedures and shall document the break in. Page 1 of 3					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

Page 436 of 543

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.. This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile. No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid. Time to Complete Replacement _____ Price to perform _____ Replaces as per Bid Specifications <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. THE ABOVE TO BE AWARDED ALL OR NONE.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

CITY OF MOBILE
FLEET MANAGEMENT

BID FOR REPLACING AN ENGINE ON A
2018 PIERCE FIRE ENGINE (E19)

CURRENT ENGINE HOURS 8269, MILE 104,009

ASSET # 75532

VIN # 4P1BAAFF2JA019058

ENGINE MODEL: GLU17D0890000000

ENGINE SERIAL NUMBER: 74268943

TRANSMISSION MAKE ALLISON 3000 EVS

1. Complete drop in engine assembly (L9) Cummins
2. Coolant system flush and refill
3. Transmission system flush and refill
4. Replace all hoses and belts
5. Must be able to program (control modules) to factory spec at no additional charges
6. New oil, coolants, all air and oil filters and engine oil.
7. Clean the DEF filters
8. Vendor to have a pump test run by a 3rd party. Truck must pass pump test after installation, and the City to be provided a copy of pump test.
9. The city is looking for a 30-90 days or sooner turn-around.
10. Vendor will be responsible to pick the unit up from the City Garage, and when completed, return the unit under its own power to the City Garage.
11. 2-year unlimited miles on Cummins Drop-in Engine assembly
12. 1-year unlimited mileage on fuel tank
13. 1-year unlimited mileage on DEF filter cleaning
14. Vendor to provide first complete service at no charge to the City of Mobile. This is to be part of your cost of the engine replacement.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis of the Shoals, Inc. for one 2025 Ford Escape for Build Mobile.

Amount of Contract:

\$28,784,50

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20240926 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 1 October 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis of the Shoals, Inc. for one 2025 Ford Escape
for Build Mobile.
Motor Pool capital.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$28,784.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor - NLT 30 Sep 24

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13314</u>	2024	(F7000) MOTOR POOL	ONE 2025 FORD ESCAPE FOR BUILD MOBILE (AL STATE CONTRACT)	\$28,784.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013314-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To 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
08/02/24	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD ESCAPE 200A FRONT WHEEL DRIVE TO INCLUDE THE FOLLOWING OPTIONS 4 CORNER STROBE LIGHTS REAR PARKING SENSOR FLEET / ACTIVE ONLY TECHNOLOGY PACKAGE 1 ALL WEATHER FLOOR MATS AS PER STATE OF ALABAMA CONTRACT T-191, MA220000003123 Additional Description Notes ----- SMALL SUV AS SPECIFIED: 2024 FORD ESCAPE, WHITE IN COLOR WITH 4 CORNER LED STROBE KIT INSTALLED; HANDS FREE BLUETOOTH CONNECTIVITY AS REQUESTED BY BUILD MOBILE-3040	1.00 EACH	28784.50000	28784.50
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03040 .VEHICLEEXP.			28784.50

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013314-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To 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
08/02/24	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			28784.50

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

Account	Amount	Remaining Budget
E MP03040 .VEHICLEEXP.	28784.50	28628.20

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	28784.50	5594078.43
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	09/26/24	JOHN PAINE	GL Allocation changed
Approved	08/05/24	CHARLES SUMRALL	
Approved	08/12/24	SHONNDA SMITH	
Approved	08/12/24	CHERI BOUCHER	Auto approved by: 910518244
Queued	09/26/24	CHARLES SUMRALL	Auto approved by: 910518244
Pending		SHONNDA SMITH	Auto approved by: 910518244
Pending		CHERI BOUCHER	Auto approved by: 910518244
Pending		DONALD ROSE	Auto approved by: 910518244
Pending		SANDRA LEWIS	Auto approved by: 910518244
Pending		STEVEN KRONINGER	Auto approved by: 910518244
Pending		SAMANTHA COOLEY	Auto approved by: 910518244
Pending		LONELL HARRIS	Auto approved by: 910518244
Pending		ANNE FOLEY	Auto approved by: 910518244
Pending		JOHN PAINE	Auto approved by: 910518244
Pending		MICHAEL SPAFFORD	Auto approved by: 910518244

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013314-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
--	--	--------

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To 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
08/02/24	290649				MOTOR POOL

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

Authorized By: _____ Date: _____
 Signature



Contract: MA22000003123 - Ford Fleet T191 Long Lewis Shoals



Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Supplier
Long-Lewis Of The Shoals Inc

Linked Solicitation
Ford Fleet T191 -Bid-

Type
Master Agreement

Contract Code
MA22000003123

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

Supplier Contact

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2025

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Ford_Fleet_T191_Long_Lewis_Shoals_V1.pdf

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each
Ford Expedition	220000003123-5	48,435.50 Each
Ford Transit Passenger 15 Van	220000003123-9	50,880.50 Each
Ford Transit Cargo Van	220000003123-11	45,998.50 Each
Optional Equipment	220000003123-36	0.00 USD
Vehicle Delivery	220000003123-37	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Construction Materials LP for 1,150 tons limestone base for Hurtel St parking for Facility Maintenance.

Amount of Contract:

\$55,200.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240922 Vulcan Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 1 October 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vulcan Construction Materials LP

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Construction Materials LP for 1,150 tons limestone
base for Hurtel St parking for Facility Maintenance.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$55,200.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5904

How many bidders received bid packages (if applicable): 2 + web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>14193</u>	2024	(3035) FACILITY MAINTENANCE	1,150 TONS LIMESTONE BASE FOR HURTEL ST PARKING FOR FACILITY MAINTENANCE (SEALED BID 5904)	\$55,200.00	<u>(228600)</u> <u>VULCAN</u> <u>CONSTRUCTION</u> <u>MATERIALS LP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014193-00 FY 2024 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910519540 Status: Approved	Page 1
--	--	--------

Vendor VULCAN CONSTRUCTION MATERIALS LP 1767 COCHRANE BRIDGE CAUSEWAY MOBILE, AL 36660 Tel#251-583-9690	Ship To PUBLIC WORKS 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/24	228600	08/28/24			FACILITY MAINTENANCE

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

General Notes

001	AS PER CITY OF MOBILE BID 5904 AND YOUR QUOTE LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK). Additional Description Notes	1150.00 TON	48.00000	55200.00
-----	---	----------------	----------	----------

AS PER CITY OF MOBILE BID 5904 AND YOUR QUOTE
 Vendor Item
 Inventory Item/Loc 10979

1	1000.45.20.3030.3035.3030.0000.0000.42150.	55200.00
---	--	----------

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014193-00 FY 2024 Acct No: 1000.45.20.3030.3035.3030.0000.0000.42150. Review: Buyer: 910519540 Status: Approved
--	--

Page 2

Vendor
 VULCAN CONSTRUCTION MATERIALS LP
 1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/28/24	228600	08/28/24			FACILITY MAINTENANCE

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				55200.00

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

Account	Amount Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.42150.	
	55200.00
FACILITY MAINTENANCE EXP	MAINTENANCE & REPAIRS

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

Activity	Date	Clerk	Comment
Cancelled	09/20/24	MICHAEL SPAFFORD	GL Allocation changed
Approved	09/20/24	DONALD ROSE	Auto approved by: 9105spam
Approved	09/20/24	SANDRA LEWIS	Auto approved by: 9105spam
Approved	09/20/24	STEVEN KRONINGER	Auto approved by: 9105spam
Approved	09/20/24	SAMANTHA COOLEY	Auto approved by: 9105spam
Approved	09/20/24	LONELL HARRIS	Auto approved by: 9105spam
Approved	09/20/24	ANNE FOLEY	Auto approved by: 9105spam
Approved	09/20/24	JOHN PAINE	Auto approved by: 9105spam
Approved	09/20/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
09/13/2024	5904	Public Works	To Be Picked Up

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

12:01 AM, Friday, September 20, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AGGREGATE The City of Mobile is requesting bids for Aggregate. 10979 LIMESTONE, TYPE A, DENSE GRADED BASE (PICK-UP BY CITY TRUCK) \$ _____ /TON Prices quoted on this bid are to be held firm for 30 days from bid award. At the option of the successful bidder and the City of Mobile, the prices may be extended for one (1) more 30-day period. State all pricing on this sheet. Stated prices are to be for City of Mobile pick-up by City truck. State any special conditions or ordering instructions. Please remember to sign this original bid sheet. Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated. Issue of purchase orders (for items to be picked up at vendor's yard by City trucks) from this bid will be based upon proximity of current jobsite to nearest vendor's yardsite. No bid bond is required.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. **The right** is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the **interest of** the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. **PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.**
10. **BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.**
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For **Business License inquiry**, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. **IF** a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of **five (5) Percent** of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder **make** every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially **and** economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are **solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time **between application for and issuance of a Certificate of Authority may be several weeks.**
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to **check** the City's bid page for updates and addendums.
21. Vendors **must** be able to provide the following **upon request**. Federal W-9 **form**, proof of registration in the E-Verify program, and Certificate of Authority to **do** business in **Alabama/Registration with the Alabama Secretary of State** within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded grants.
23. **Equal Employment Opportunity.** **Except as otherwise provided under 41 CFR part 60**, all contracts that **meet** the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 **must** include the **equal opportunity clause** provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 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. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. Please Note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from bid list.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 City of Mobile Business License Required. See Item 14 on Reverse of Page 1. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. <u>CONE OF SILENCE</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during a uthorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
			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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the transfer of \$90,000.00 from capital project C0949 (20002000.94070) GULF COAST TECH CTR-INTELLIGENCE to Project G-PDMCPS23 MCPS-STUDENT SAFETY ANALYST (53005300.93030). These funds will be reallocated and used to support an agreement with the Mobile County Public Schools to provide a student safety analyst.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-MCPS Student Safety Analyst
2. Joint Budget Transfer Request Form-MCPS Student Safety Analyst
3. Contract Deobligation Request Form-Gulf Coast Tech

REVIEWERS:

Kelsi Tippery
Brenda Rhodes
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$90,000.00 be transferred from capital project C0949 (20002000.94070) GULF COAST TECH CTR-INTELLIGENCE to Project G-PDMCPS23 MCPS - STUDENT SAFETY ANALYST(53005300.93030). These funds will be reallocated and used to support an agreement with the Mobile County Public Schools to provide a student safety analyst.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 9/23/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 90,000.00

FROM CAPITAL PROJECT#: C0949

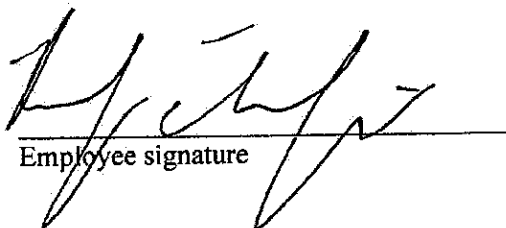
CAPITAL PROJECT NAME: GULF COAST TECH CTR-INTELLIGENCE

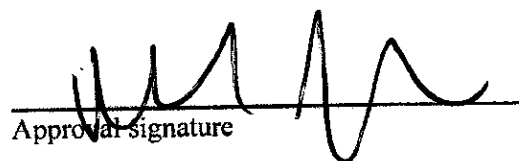
DEPT. PROJECT#: 1545

TO GRANT FUND PROJECT#: G-PDMCPS23

PROJECT NAME: MCPS - STUDENT SAFETY ANALYST

ACCT PROJECT STRING#: G-PDMCPS23.LOCALGRANT


Employee signature


Approval signature

Created by B. Rhodes 7/6/2022

CONTRACT DEOBLIGATION REQUEST FORM

CITY OF MOBILE
TO FINANCE DEPT. 2500 - FROM Office of Grants Mgmt DEPT. 2590

DATE OF REQUEST: 9/24/24

DEOBLIGATE (UNCOMMIT):

CLOSEOUT PROJECT: YES ___ NO X

CONTRACT#: 5035

CLOSEOUT CONTRACT: YES X NO ___

VENDOR NAME: Contract Placement Vendor

VENDOR #: 245603

PROJECT NAME: C0949

CITY ENGINEERING PROJ.# (if applicable):

Capital Proj# C049 Capital Project Name GULF Coast Tech CTR-Intelligence

AMOUNT TO UNCOMMIT: \$ 90,000

Total amount of transfer: \$ _____

Comments: Please close contract to unnumber

90,000 so a joint budget transfer can occur

AUTHORIZED PERSONNEL

[Signature]
Employee signature

[Signature]
Approval Signature

Revised by N. Kent & M. McMillan 12/8/17

Revised 9/17/2021

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. McGregor Ave Reconstruction; Change Order No.1 COM Project # 2019-3005-19

PROJECT #: C0435 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: \$225,765.85 (Adjustment Totals) (Change Order #1)\$80,122.84

VENDOR NAME: John G. Walton Construction Company Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y**___ 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: LaShey Williams Date: 9/24/2024

Revised 3/8/2022 Tiffany Hollins

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005DATE OF REQUEST: 9/28/2024CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: John G. Walton Construction Co, Inc.DISTRICT#: Select Item. 7DEPT. PROJECT#: 2019-3005-19REQUEST: Please Add Select option. \$ 80,122.84 from Capital Project#/Title: C0435
2018 PAYCO N. McGregor Ave. Reconstruction
to contract# 4051.Total amount of Change Order: \$ 80,122.84Current contract amount: \$ 1,912,704.97Revised contract amount: \$ 1,992,827.81Comments: Additional work required during
construction that was unforeseen.LaShay Williams

Employee signature

[Signature]

Approval signature

Construction Payco \$12,618.75Construction Capimprv \$213,147.10

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. McGregor Ave Reconstruction; Change Order No.1 COM Project # 2019-3005-19

PROJECT #: C0435 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: \$225,765.85 (Adjustment Totals) (Change Order #1)\$80,122.84

VENDOR NAME: John G. Walton Construction Company Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y**___ 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: LaShey Williams Date 9/24/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: **Mayor William S. Stimpson**

WHEREAS, the CITY entered into a contract dated **October 11, 2022**, with **John G Walton Construction Co., Inc.** for construction services on the project known as **North McGregor Ave. Reconstruction (COM Project No. 2019-3005-19)**; and

WHEREAS, the original contract amount was **\$1,767,061.96** for a unit priced based contract for the reconstruction of North McGregor Ave.; and

WHEREAS, during construction, unforeseen circumstances with utilities and with existing conditions caused additional work to become necessary for payment adjustments totaling **\$145,643.01**; and

WHEREAS, the construction cost for the timely repair was estimated to be **\$225,765.85**, requiring an additional **\$80,122.84** to be added to the **\$145,643.01**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #1 in the amount of **\$225,765.85**, for a total of **\$1,992,827.81** to be paid to **John G Walton Construction Co., Inc.** for the construction of **North McGregor Ave. Reconstruction (COM Project No. 2019-3005-19)**.

Adopted:

City Clerk

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

August 13, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Lambeth, P.E.

RE: Project No. 2019-3005-19
North McGregor Avenue

Dear Tammy,

We are submitting the Change Order #1 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address issues on the project and need additional work items that were not in the original contract agreement. The change order covers the items needed for the additional drainage repair work around the Rouses on street parking area.

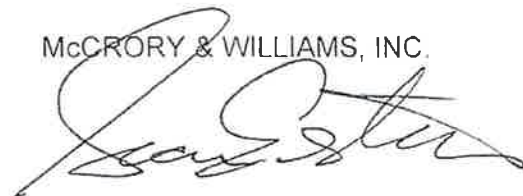
The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market. We recommend approval of the Change Order 1 because it is in the best interest of the City of Mobile and the safety of the traveling public.

The change order method is being used rather than competitive bids for three reasons. The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.



Sean Estes, P.E.

M5710-2171\24LTR 0813

3207 International Dr., Suite G • Mobile, Alabama 36606
Voice (251) 476-4720 • Fax (251) 476-4721
mobile@mcwinc.com

CHANGE ORDER NUMBER 1 DATE 9/23/24

PROJECT NAME AND NUMBER North McGregor Ave. Reconstruction
Project No. 2019-3005-19

TO John G. Walton Construction Co., Inc.
1806 Wolf Ridge Rd., PO Box 81222, Mobile AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated Oct. 11, 2022.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$ 349,411.81
Estimated Under Run (Attachment "B")	\$ -203,768.84
Additional Items (Attachment "C")	\$ 80,122.88
Total Change Amount	\$ 225,765.85

Original Contract Price	\$ 1,767,061.96
Net total of Previous FINANCE Change Orders	\$ 145,643.01
Previous Revised Contract	\$ 1,912,704.97
THIS CHANGE ORDER NUMBER <u>1</u> (ADD)	\$ 80,122.84
Revised Contract Price this Date	\$ 1,992,827.81

See Financial Breakdown on Page 2

Extension of time resulting from this change order 0

BY:

Mayor

ATTEST:

City Clerk

Public Works Deputy Director

Accepted By:

John G. Walton
Owner/President

ATTEST:

Shawn Taylor
Witness/Secretary

8/19/2024
Date

Approved By:

McCrary & Williams, Inc.

CHANGE ORDER NUMBER 1 Continued DATE 9/11/24

PROJECT NAME AND NUMBER North McGregor Ave. Reconstruction
Project No. 2019-3005-19

TO John G. Walton Construction Co., Inc.
1806 Wolf Ridge Rd., PO Box 81222, Mobile AL 36689

****DETAILED FINANCIAL BREAKDOWN SHOWN BELOW.**

Estimated Over Run (Attachment "A")	\$	349,411.81
Estimated Under Run (Attachment "B")	\$	-203,768.84
Additional Items (Attachment "C")	\$	80,122.88
Total Change Amount Needed	\$	225,765.85

Original Contract Price	\$	1,767,061.96
First Payment Adjustment (Less than 10%)	\$	117,368.92
Revised Payment Contract Amount	\$	1,884,430.88

Second Payment Adjustment (Less than 10%)	\$	28,274.09
Revised Payment Contract Amount	\$	1,912,704.97

This (3 rd) Payment Adjustment (Over 10%)	\$	80,122.84
Revised Payment Contract Amount	\$	1,992,827.81

Summary of Payment Adjustments:	\$	117,368.92
	\$	28,274.09
	\$	80,122.84

Net total of Payment Adjustments and	\$	225,765.85
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AMOUNT OF THIS CHANGE ORDER NUMBER 1 (ADD)

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: North McGregor Ave Reconstruction

PROJECT NUMBER: 2019-3005-19

The attached change order number 1 to contract with John G. Walton Construction Co., Inc.

dated October 11, 2022 is required because of the following:

- _____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- _____ 2. Where competitive bidding for the new work for new money will work to serious detriment of the awarding authority.
- _____ 3. Emergencies arising during the course of the work.
- _____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.
- _____ 6. Others _____

Remarks:

Engineer or Consultant

Public Works Deputy Director

ATTACHMENT "A"
CHANGE ORDER NO. 1
OVER RUN ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: North McGregor Ave Reconstruction
Project No. 2019-3005-19

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
206-C2	REMOVING ASPHALT PAVEMENT (INCLUDING	SY	1,328	\$17.39	\$ 23,093.92	2,063.7675	\$35,888.92	735.7675	\$12,795.00
206-D2	REMOVING CURB AND GUTTER (INCLUDING	LF	688	\$10.45	\$ 7,189.60	1,167	\$12,195.15	479.00	\$5,005.55
206-D4	REMOVING CONCRETE PAVEMENT	SY	355	\$20.65	\$ 7,330.75	982.89	\$20,296.68	627.89	\$12,965.93
210-A	UNCLASSIFIED EXCAVATION	CY TBM	921	\$45.60	\$ 41,997.60	1,155	\$52,668.00	234.00	\$10,670.40
214-A	FOUNDATION BACKFILL, COMMERCIAL (#57	CY	165	\$131.65	\$ 21,722.25	171.0	\$22,512.15	6.00	\$789.90
301-A1	CRUSHED AGGREGATE BASE COURSE, TYPE	SY	2,060	\$56.07	\$ 115,504.20	2,272.38	\$127,412.35	212.38	\$11,908.15
429-A	IMPROVED BITUMINOUS CONCRETE	TON	532	\$151.75	\$ 80,731.00	622.42	\$94,452.24	90.42	\$13,721.24
429-B	IMPROVED BITUMINOUS CONCRETE UPPER	TON	165	\$390.56	\$ 64,442.40	363.26	\$141,874.83	198.26	\$77,432.43
533-A2	18" STORM SEWER PIPE (CLASS 3 R.C.)	LF	16	\$158.22	\$ 2,531.52	48	\$7,594.56	32.00	\$5,063.04
614-B	REINFORCED SLOPE PAVING	CY	1	\$862.50	\$ 862.50	14.4	\$12,420.00	13.40	\$11,557.50
618-B1	CONCRETE DRIVEWAY, 5" THICK (INCLUDES	SY	195	\$86.25	\$ 16,818.75	325.28	\$28,055.40	130.28	\$11,236.65
618-E	TRUNCATED DOME INSERT FOR NEW RAMPS	EA	22	\$575.00	\$ 12,650.00	50	\$28,750.00	28.00	\$16,100.00
620-A1	MINOR STRUCTURE CONCRETE	CY	3	\$2,875.00	\$ 8,625.00	9.97	\$28,663.75	6.97	\$20,038.75
621-C3	INLETS, TYPE S3 (2-WING)	EA	1	\$7,023.13	\$ 7,023.13	2.0	\$14,046.26	1.00	\$7,023.13
623-B3	CONCRETE CURB, TYPE A	LF	122	\$40.25	\$ 4,910.50	544.5	\$21,916.13	422.50	\$17,005.63
623-B4	CONCRETE CURB, TYPE E (MODIFIED)	LF	89	\$46.00	\$ 4,094.00	161	\$7,406.00	72.00	\$3,312.00
623-C1	COMBINATION CURB & GUTTER, TYPE C	LF	2,408	\$26.82	\$ 64,582.56	2,446	\$65,601.72	38.00	\$1,019.16
650-A	TOPSOIL	CY TBM	225	\$143.24	\$ 32,229.00	253	\$36,239.72	28.00	\$4,010.72
654-A	SOLID SOD (REPLACE IN KIND)	SY	2,000	\$5.23	\$ 10,460.00	2,095	\$10,956.85	95.00	\$496.85
660-D1	TREE (DAHOON HOLLY) (30 GALLON	EA	9	\$1,076.15	\$ 9,685.35	10	\$10,761.50	1.00	\$1,076.15
660-D2	TREE GRATE (NEENAH #8742)	EA	9	\$4,039.54	\$ 36,355.86	10	\$40,395.40	1.00	\$4,039.54
665-G	SAND BAGS	EA	40	\$10.35	\$ 414.00	100	\$1,035.00	60.00	\$621.00
701-B	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE	LF	461	\$1.73	\$ 797.53	477.01	\$825.23	16.01	\$27.70
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2,	SF	45	\$7.48	\$ 336.60	1,952	\$14,600.96	1,907.00	\$14,264.36
705-A2	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	EA	20	\$6.33	\$ 126.60	175	\$1,107.75	155.00	\$981.15
705-A3	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	EA	25	\$6.33	\$ 158.25	26	\$164.58	1.00	\$6.33

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
740-D	CHANNELIZING DRUMS	EA	125	\$116.45	\$ 14,556.25	150	\$17,467.50	25.00	\$2,911.25
740-F	BARRICADES, TYPE III	EA	7	\$630.03	\$ 4,410.21	32	\$20,160.96	25.00	\$15,750.75
740-I	WARNING LIGHTS, TYPE B	EA	2	\$315.39	\$ 630.78	20	\$6,307.80	18.00	\$5,677.02
999-X	RESIDENTIAL ASPHALT DRIVEWAY	SY	50	\$119.83	\$ 5,991.50	56	\$6,710.48	6.00	\$718.98
999-Y	WORK OF SIMILAR NATURE UTILIZING BID	LS	1	\$20,000.00	\$ 20,000.00	4.0592775	\$81,185.55	3.0592775	\$61,185.55
TOTALS					\$620,261.61		\$969,673.42		\$349,411.81

TOTAL OVER RUNS FOR CHANGE ORDER NO. 1 = \$349,411.81

ENGINEER: _____

CONTRACTOR: 

ATTACHMENT "B"
CHANGE ORDER NO. 1
UNDER RUNS/DELETED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

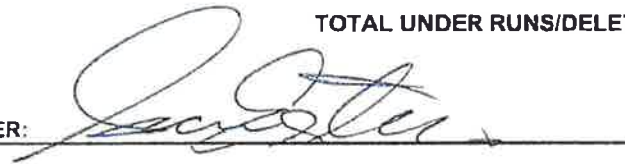
TITLE: North McGregor Ave Reconstruction
Project No. 2019-3005-19

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		UNDER RUNS	
			QTY	Unit Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
206-C1	REMOVING CONCRETE SIDEWALK	SY	867	\$13.06	\$ 11,323.02	759.3401	\$9,916.98	107.6599	\$1,406.04
206-D3	REMOVING GUTTER (INCLUDING SAW CUTTING)	LF	369	\$13.06	\$ 4,819.14	256	\$3,343.36	113.00	\$1,475.78
206-E1	REMOVING INLET	EA	3	\$870.71	\$ 2,612.13	1	\$870.71	2.00	\$1,741.42
206-E2	REMOVING INLET (PARTIAL)	EA	7	\$870.71	\$ 6,094.97	5	\$4,353.55	2.00	\$1,741.42
210-D	BORROW EXCAVATION (A-2.4 SOILS OR BETTER)	CY TBM	737	\$47.03	\$ 34,661.11	735	\$34,567.05	2.00	\$94.06
230-A	ROADBED PROCESSING	RDBD	17	\$0.01	\$ 0.17	0	\$0.00	17.00	\$0.17
301-A2	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	SY	2,060	\$33.05	\$ 68,083.00	0	\$0.00	2,060.00	\$68,083.00
401-A	BITUMINOUS TREATMENT A	SY	991	\$2.89	\$ 2,863.99	0	\$0.00	991.00	\$2,863.99
430-B	AGGREGATE SURFACING	TON	50	\$83.48	\$ 4,174.00	0	\$0.00	50.00	\$4,174.00
502-A	STEEL REINFORCEMENT	LBS	700	\$2.76	\$ 1,932.00	0	\$0.00	700.00	\$1,932.00
530-A	15" ROADWAY PIPE (CLASS 3 R.C.)	LF	40	\$139.28	\$ 5,571.20	16	\$2,228.48	24.00	\$3,342.72
533-A1	15" STORM SEWER PIPE (CLASS 3 R.C.)	LF	4	\$456.48	\$ 1,825.92	0	\$0.00	4.00	\$1,825.92
533-A3	24" STORM SEWER PIPE (CLASS 3 R.C.)	LF	8	\$249.18	\$ 1,993.44	0	\$0.00	8.00	\$1,993.44
618-A1	CONCRETE SIDEWALK, 4" THICK	SY	1,715	\$74.75	\$ 128,196.25	1,660.35	\$124,111.16	54.65	\$4,085.09
618-A2	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	SY	358	\$86.25	\$ 30,877.50	236.32	\$20,382.60	121.68	\$10,494.90
618-B2	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	SY	149	\$86.25	\$ 12,851.25	103.6201	\$8,937.23	45.38	\$3,914.02
620-A2	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	CY	9	\$914.25	\$ 8,228.25	0	\$0.00	9.00	\$8,228.25
623-A	CONCRETE GUTTER	LF	743	\$43.70	\$ 32,469.10	309	\$13,503.30	434.00	\$18,965.80
623-B1	CONCRETE CURB, TYPE N	LF	190	\$40.25	\$ 7,647.50	172	\$6,923.00	18.00	\$724.50
637-A	FENCE RESET	LF	240	\$41.27	\$ 9,904.80	0	\$0.00	240.00	\$9,904.80
649-A	2" HDPE CONDUIT PIPE, TYPE 5 INSTALLATION	LF	90	\$32.26	\$ 2,903.40	0	\$0.00	90.00	\$2,903.40
652-C	MOWING	ACRE	0.5	\$373.76	\$ 186.88	0.0	\$0.00	0.50	\$186.88
663-C	TREE PROTECTION FENCING	LF	200	\$6.24	\$ 1,248.00	0	\$0.00	200.00	\$1,248.00
665-E	POLYETHYLENE	SY	1,500	\$1.44	\$ 2,160.00	0	\$0.00	1,500.00	\$2,160.00
665-J	SILT FENCE	LF	1,000	\$4.03	\$ 4,030.00	200	\$806.00	800.00	\$3,224.00
665-O	SILT FENCE REMOVAL	LF	1,000	\$1.15	\$ 1,150.00	200	\$230.00	800.00	\$920.00
665-Q	WATTLES	LF	250	\$7.48	\$ 1,870.00	240	\$1,795.20	10.00	\$74.80

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		UNDER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
665-P	INLET PROTECTION	EA	15	\$517.50	\$ 7,762.50	0	\$0.00	15.00	\$7,762.50
674-A	CONSTRUCTION SAFETY FENCE	LF	150	\$7.80	\$ 1,170.00	0	\$0.00	150.00	\$1,170.00
690-A	PROJECT SIGN	EA	2	\$1,494.69	\$ 2,989.38	0	\$0.00	2.00	\$2,989.38
701-A1	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	MILE	0.77	\$6,670.00	\$ 5,135.90	0.724	\$4,829.08	0.046	\$306.82
701-A2	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	MILE	0.76	\$6,670.00	\$ 5,069.20	0.694	\$4,628.98	0.066	\$440.22
701-G2	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	LF	1,527	\$1.15	\$ 1,756.05	0.016	\$0.02	1,526.984	\$1,756.03
705-A1	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	EA	156	\$6.33	\$ 987.48	0	\$0.00	156.00	\$987.48
705-A4	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EA	175	\$6.33	\$ 1,107.75	51	\$322.83	124.00	\$784.92
740-B	CONSTRUCTION SIGNS	SF	750	\$10.58	\$ 7,935.00	716	\$7,575.28	34.00	\$359.72
740-C	SPECIAL CONSTRUCTION SIGNS	SF	90	\$13.23	\$ 1,190.70	79	\$1,045.17	11.00	\$145.53
740-E	CONES (36 INCHES HIGH)	EA	50	\$46.79	\$ 2,339.50	0	\$0.00	50.00	\$2,339.50
740-M	BALLAST FOR CONE	EA	50	\$0.01	\$ 0.50	0	\$0.00	50.00	\$0.50
742-A	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EA	3	\$6,877.34	\$ 20,632.02	2	\$13,754.68	1.00	\$6,877.34
745-A	UNIFORMED POLICE OFFICER	HR	80	\$51.75	\$ 4,140.00	0	\$0.00	80.00	\$4,140.00
750-A	LIGHTING ASSEMBLY (SUPPLIED BY OTHERS)	EA	12	\$5,584.00	\$ 67,008.00	11	\$61,424.00	1.00	\$5,584.00
750-C	POLE FOUNDATION	EA	12	\$6,293.32	\$ 75,519.84	11	\$69,226.52	1.00	\$6,293.32
750-E1	METALLIC CONDUIT, 1 ¼ INCH	LF	40	\$65.35	\$ 2,614.00	0	\$0.00	40.00	\$2,614.00
750-F1	CONDUCTOR WIRE, 1/0	LF	1,063	\$9.94	\$ 10,566.22	953	\$9,472.82	110.00	\$1,093.40
750-F2	CONDUCTOR WIRE, #4	LF	575	\$5.98	\$ 3,438.50	545	\$3,259.10	30.00	\$179.40
750-F3	CONDUCTOR WIRE, #6	LF	488	\$4.46	\$ 2,176.48	435	\$1,940.10	53.00	\$236.38
TOTALS					\$613,216.04		\$409,447.200		\$203,768.84

TOTAL UNDER RUNS/DELETED ITEMS FOR CHANGE ORDER NO. 1 = \$203,768.84

ENGINEER:



CONTRACTOR:



ATTACHMENT "C"
CHANGE ORDER NO. 1
ADDED ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: North McGregor Ave Reconstruction
 Project No. 2019-3005-19

ITEM NO	DESCRIPTION	Unit of Measure	ADDED CONTRACT ITEMS		
			QTY	Unit Bid Price	Total
214-A	FOUNDATION BACKFILL, COMMERCIAL (#57)	CY	40	\$115.12	\$ 4,604.80
408-A	PLANNING EXISTING PAVEMENT	SY	325	\$28.35	\$ 9,213.75
429-A	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE	TON	60.15019	\$225.00	\$ 13,533.79
533-A	8" C900 PIPE	LF	66	\$68.38	\$ 4,513.08
533-A	10" C900 PIPE	LF	128	\$75.49	\$ 9,662.72
621-C	INLET, TYPE X	EA	1	\$3,712.33	\$ 3,712.33
621-C	INLET, TYPE GRATE	EA	3	\$3,773.55	\$ 11,320.65
623-C	COMBINATION CURB & GUTTER, TYPE C MODIFIED	LF	79	\$56.81	\$ 4,487.99
623-A	CONCRETE GUTTER (W/ REINFORCEMENT)	LF	140	\$37.44	\$ 5,241.60
206-C	SAWCUTTING ASPHALT	LF	340	\$3.90	\$ 1,326.00
740-B	TRAFFIC CONTROL	LS	1	\$5,565.00	\$ 5,565.00
600-A	RE-MOBILIZATION	LS	1	\$6,050.77	\$ 6,050.77
999-Z	TIE TO EXISTING BOX	EA	1	\$890.40	\$ 890.40
TOTALS					\$80,122.88

TOTAL ADDED ITEMS FOR CHANGE ORDER NO. 1 = \$80,122.88

ENGINEER:

CONTRACTOR:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Benjamin Reynolds, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:

\$195,090.00

Funding Source

G-GMHMC

ATTACHMENTS:

1. 2024-3005-20 Shipyard Road Boat Launch (McCrory & Williams, Inc.) contract

REVIEWERS:

Jessica White

Nicholas Amberger

Laura Angle

Chris Kern

James Barber

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 agreement and furnishing the required bonds and insurance. A copy of said
executed contract will be on file in the office of the City Clerk.

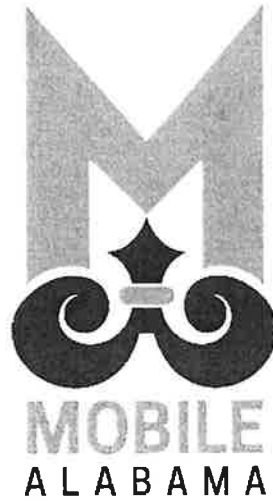
Name of Company: McCrory & Williams, Inc.

Project Name: Shipyard Road Boat Launch
COM Project#2024-3005-20 (D-4)

Estimated Cost: \$195,090.00

Adopted:

City Clerk



SHIPYARD ROAD BOAT LAUNCH

PROJECT NO. 2024-3005-20

ENGINEER:

McCRORY & WILLIAMS, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCRORY & WILLIAMS, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements 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 Agreement.

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 this executed document and any and all exhibits and attachments comprising the written agreement 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.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCRORY & WILLIAMS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – SHIPYARD ROAD BOAT LAUNCH, City of Mobile Project No. 2024-3005-20. This is for engineering design and construction inspection of a railroad crossing, bulkhead repair, kayak launch, parking lot, and boat launch. (See Exhibit A for approximate location). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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 the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to 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 meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, 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 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 that 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 the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. 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.
- b. Requirements under this task shall include all work necessary to provide three (3) design concept layouts, all surveys, plans, drawings, specifications, cost estimates, Railroad design and coordination, all required permits, utility coordination, and other documents necessary for the advertisement of bids of the final PROJECT.
- c. All plans must be designed under the direct supervision of the ENGINEER. The the ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The 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.

2. Preliminary Engineering

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.
- d. Delineate the entire drainage area for each storm water drainage facility of this PROJECT. Analyze each drainage watershed to ascertain the capability and capacity of existing storm drainage facilities to adequately dispose of storm drainage, based on criteria established by the City Engineer. Submit a report of the findings and analyses to the City.
- e. Provide three (3) design concept layouts with general construction cost estimates for the PROJECT.

- f. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- g. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with all necessary design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.
- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
- (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.

b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

- (1) Existing right of way, easements (temporary and permanent) and property lines.
- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit three (3) design concept layouts. Each layout shall be accompanied by a general construction cost estimate or estimate range. The ENGINEER shall also prepare and submit detailed plans, specifications, drainage calculations, Design Construction Cost Estimate, Railroad design, all required permit documentation, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, base, paving, striping, signing, bulkhead repair, and boat launch construction. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the Design Phase to insure 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 ENGINEER shall provide coordination with the Railroad and all other State and Federal Agencies in conjunction with 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, to determine Agreement 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 five (5) 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) **Concept Submittal** shall be made **Six (6) weeks** after the Notice to Proceed is received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: topographic information, proposed layout of road, parking, boat launches, etc., proposed rerouting of utilities, and potential problems.
 - (2) **30% Design Submittal** (approximately 30% completion) shall be made **Twelve (12) weeks** after comments for Concept Submittal are received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time with the CITY copied on all correspondence. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, including contact information for each utility.
 - (3) **60% Design Submittal** (approximately 60% completion) shall be made **Twelve (12) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan

sheets, erosion control and sedimentation prevention plan, 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. Plans shall again be provided to each utility at this time with the CITY copied on all correspondence. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence. Include the Railroad crossing design and all associated correspondence with this submittal. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

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 the ENGINEER. 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.

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.

- (4) **90% Design Submittal** (approximately 90% completion) shall be made **Twelve (12) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. The railroad crossing design should be approved by the Railroad and included in this submittal. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the

plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

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.

- (5) **100% Design Submittal** (Issued for Bid Package) shall be made **Six(6) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% 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. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed Supplemental Specifications for all work not covered in 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 Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy 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, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
 - f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice.

In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, 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. **The ENGINEER shall check each Contractor to assure each is properly licensed.** 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 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. **All**

5 sets shall contain original signatures and original seals. 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) contract agreements 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_PHASE

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 National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER 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 maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material 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 material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent 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 INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. 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 that 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 CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent 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 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 INSPECTOR 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. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
 - 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 INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S 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 submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.
4. Progress Review
- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's 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 fax 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 disagreement 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 the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.
- d. Weekly on-site construction meetings may be required as determined by the CITY ENGINEER.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

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 Agreement..
- B. This CONTRACT may be terminated by the City 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 Section V.A, "Contracted Services". 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 binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, 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 agreement 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.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement 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 Engineer's Hourly Rates, which is incorporated into this Agreement 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 Engineer's Hourly Rates 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. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT.

Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$23,500.00 (Twenty-Three Thousand Five Hundred Dollars and Zero Cents).

- b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$37,090.00 (Thirty-Seven Thousand Ninety Dollars and Zero Cents).
- c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$29,500.00 (Twenty-Nine Thousand Five Hundred Dollars and Zero Cents).
- d. Based on the results of the 90% 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 through 100% Design of this CONTRACT shall not exceed \$11,500.00 (Eleven Thousand Five Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$3,500.00 (Three Thousand Five Hundred Dollars and Zero Cents).
- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. 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. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents).
- f. 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 Agreement, 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 C and shall not exceed \$15,000.00 (Fifteen Thousand Dollars and No Cents).

2. In the event of termination of this Agreement 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.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement 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 \$195,090.00 (One Hundred Ninety-Five Thousand Ninety Dollars and Zero 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 arising out of 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.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is GOMESA Grant Funding. Said funds are on hand at the time of the execution of this CONTRACT.

IX. 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.

X. 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.

XI. 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.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

McCRORY & WILLIAMS, INC.

By: Carah Vuncannon

Print: CARAH VUNCANNON

Its: Pres. Sen E

Address: 3207 International Dr.
Suite G
Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, JIMMY E. ROGERS, a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President E of
McCRORY & WILLIAMS, 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 11th day of September, 2024.

Jimmy E. Rogers
NOTARY PUBLIC

My Commission Expires: 5/21/2025

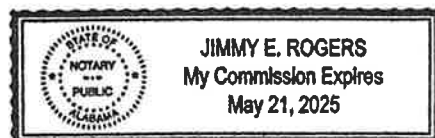


EXHIBIT A: PROJECT LOCATION

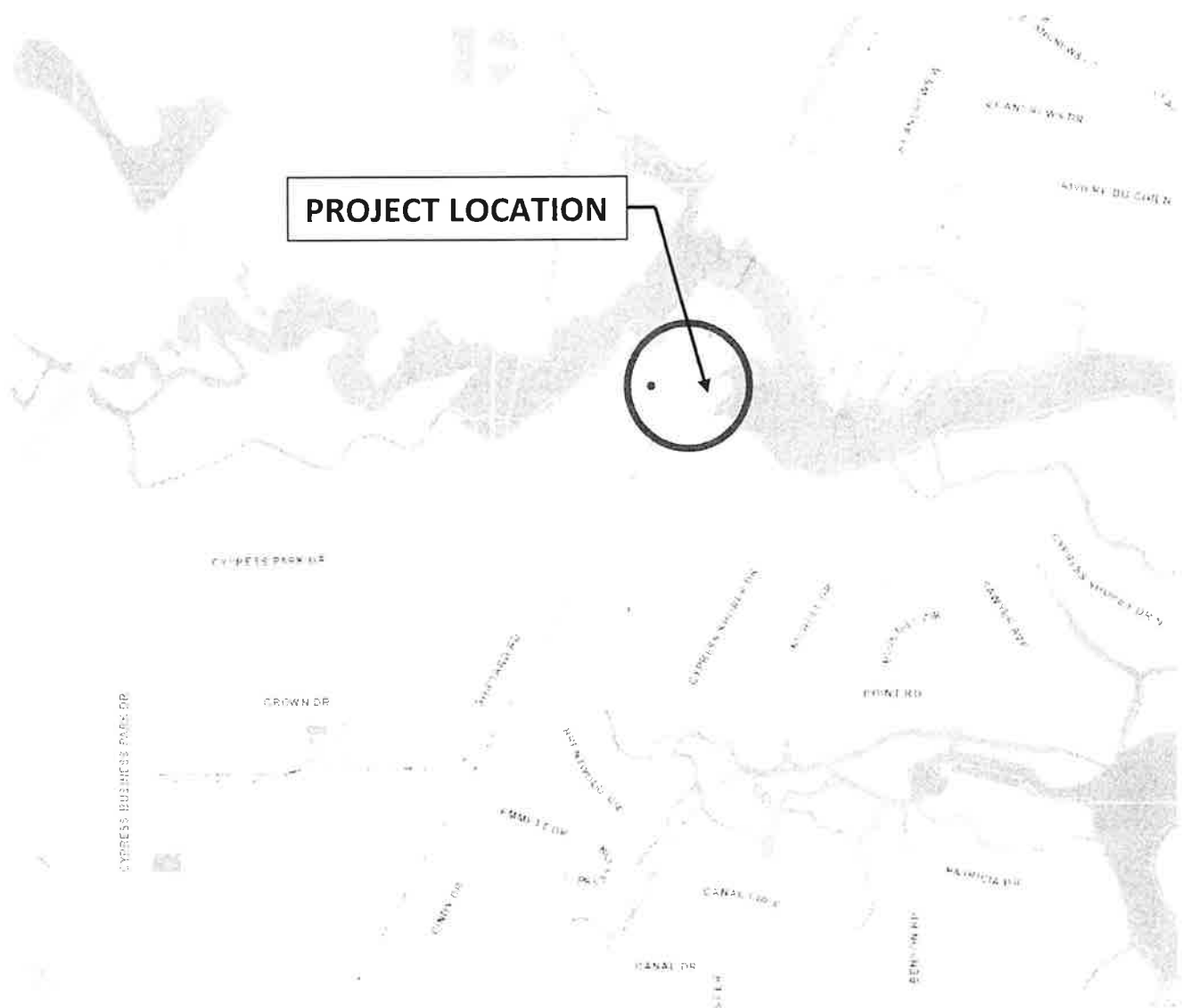


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **SHIPYARD ROAD BOAT LAUNCH**, City of Mobile Project No. **2024-3005-20**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$2,500,000.00 [**Two Million Five Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (all phases) to be paid the ENGINEER shall not exceed \$195,090.00 [**One Hundred Ninety-Five Thousand Ninety Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 4

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

McCrory Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2024

PRINCIPAL	\$170.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$155.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$145.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$140.00 PER HOUR
ENGINEER	\$125.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$105.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$80.00 PER HOUR
<u>SURVEY CREW</u> 2-MAN CREW 3-MAN CREW 4-MAN CREW 5-MAN CREW	 \$135.00 PER HOUR \$165.00 PER HOUR \$185.00 PER HOUR \$220.00 PER HOUR
CLERICAL	\$65.00 PER HOUR
MILEAGE	\$.67 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	
Notice to Proceed through 30%.....	\$ 23,500.00
60%.....	\$ 37,090.00
90%.....	\$ 29,500.00
100%.....	\$ 11,500.00
Pre-Bid to Pre-Construction.....	\$ 3,500.00
Construction Phase	\$ 75,000.00
<u>Base Contract Amount</u>	<u>\$ 180,090.00</u>

Additional Services (If requested in writing by the City Engineer)..... \$ 15,000.00

Total Contract Amount including Additional Services **\$ 195,090.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- Drainage Calculations
- As-built Drawings
- 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 Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Over/Under run report
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/N	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						EACH OCCURRENCE
	☐ EXCESS LIAB ☐ OCCUR						AGGREGATE
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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

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

Project Name:
Project Number: 20xx-3005-xx

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

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2024

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

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

PRODUCER  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527	CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL ADDRESS: Lad@LadDragoInsurance.com																					
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B:</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:	State Farm Fire and Casualty Company	25143	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	State Farm Mutual Automobile Insurance Company	25178																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	09/06/2024 03/10/2024 04/01/2024 08/21/2024	03/06/2025 03/10/2025 04/01/2025 02/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	Y	93-B7-T512-6	08/08/2024	08/08/2025	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	04/10/2024	04/10/2025	Combined Single Limit 1,000,000

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

Product Description: Shipyard Road Boat Launch

Project No.: 2024-3005-20

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827

Mobile

AL 36633-1827

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/11/2024

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

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PRODUCER RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com	
INSURED McCrary & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley America Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16510	

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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below A Professional Liability			C19478241001	08/08/2024	08/08/2025	Each Claim Aggregate	\$2,000,000 \$2,000,000

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

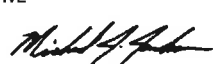
Project: Shipyard Road Boat Launch
Project No.: 2024-3005-20

Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 180249 Mobile AL 36618-0249	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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EXHIBIT G: SUBCONTRACTING PLAN,
DBE UTILIZATION REPORT
E-VERIFY AFFIDAVIT
EVERIFY INFO AND
SECRETARY OF STATE RECORD



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-20 Current Date 9 / 17 / 24

Project Description SHIPYARD ROAD BOAT LAUNCH

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.

Waiver requested due to the nature of the work. This Contract is for engineering design and construction

services with a DBE consultant. It is specialized and small enough to not warrant the use of sub-consultants.

Nick Amberger

Requested By (Department Director)

Nick Amberger
(Signature)

City Engineer
(Title)

9/17/24
(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org

Email Address

Archnique Kidd, Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
(Signature)

Supplier Diversity Manager
(Title)

9/18/2024
(Date)

Approved By (CAO)



Alabama Secretary of State



McCrorry & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

McCrory & Williams, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VUNCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY + WILLIAMS, 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 for McCRORY + WILLIAMS, 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 McCRORY + WILLIAMS, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

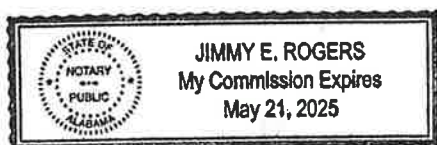
Carah Vuncannon

CEO of McCRORY + WILLIAMS, Inc.

Sworn to and subscribed before me this the 11th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Jimmy E. Rogers
Signature and Seal of Notary Public





Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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. § 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. 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, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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-



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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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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 acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

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 the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

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

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. 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.

E. 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.

F. The Employer understands that the fact of 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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



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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 McCrory & Williams, Inc.

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate

Address:

County or Parish: **MOBILE**

Employer Identification

Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified
for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

To accept contract amendment for construction engineering and inspection services

Amount of Contract:

\$94,410.00

Funding Source

C0053

ATTACHMENTS:

1. 2007-202-02 Zeigler Blvd (Athey Rd. to Forest Hill Dr.) (Thompson Engineering) Contract Amendment 9.24.2024

REVIEWERS:

Lashey Williams

Nicholas Amberger

Laura Angle

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor Williams S. Stimpson
Councilmember Gina Gregory

WHEREAS, the Mobile City Council adopted Resolution 21-748 on August 13, 2024, for a contract with Thompson Engineering, Inc.

WHEREAS, The Alabama Department of Transportation requested that the resolution be revised to reflect the cost share between the City of Mobile and the Federal Highway Administration (FHWA) instead of the City of Mobile and The Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolutions 21-748 be corrected to show that the cost is to be shared between the City of Mobile and the Federal Highway Administration (FHWA).

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: Zeigler Boulevard (Athey Road to Forest Hill Drive)

PROJECT NO: STPMB-7550 (600); 2007-202-02

TERMS: Thompson Engineering, Inc. is hereby authorized, subject to the provisions of your contract for this project dated September 10, 2020 to provide additional Professional Engineering Services (the scope of which is set out in the Request for Supplemental Fees attached hereto) not to exceed \$94,410.00.

Original Contract Amount:	\$1,778,052.00 (not to exceed):	City 20% share: \$355,610.00)
Previous Contract Amendment (SA 1):	\$154,479.00 (not to exceed):	City 20% share: \$30,896.00)
Previous Revised Contract Amount:	\$1,932,531.00 (not to exceed):	City 20% share: \$386,506.00)
This Contract Amendment (SA 2):	<u>\$94,410.00</u> (not to exceed):	City 20% share: \$18,882.00)
Revised Contract Amount this date:	\$2,026,941.00 (not to exceed):	City 20% share: \$405,388.00)

CITY OF MOBILE

CONSULTANT (Thompson Engineering, Inc.)



Signature



Signature Kendall Kilpatrick

William S. Stimpson
As Its: Mayor

Its: CEO

ATTEST:



ASSISTANT City Clerk



TEST:



Witness/Secretary Chad R. Brown, CLO and Secretary

City Engineer

July 31, 2024

Date

SEAL:

- (1) The CITY will perform or have performed all services required to fulfill the purposes of this Agreement. The supervision of the preparation of plans will be under the Ninth Division of the Department of Transportation.
- (2) This Agreement will cover only the preliminary engineering phase of the work.
- (3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of Project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA.
- (4) Funding for this Agreement is subject to the availability of Federal Aid funds at the time of authorization by the FHWA.
- (5) The Project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated CITY Funds
Preliminary Engineering	\$300,000	\$240,000	\$60,000
TOTAL	\$300,000	\$240,000	\$60,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share.

- (6) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (7) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence with the current Projects (that Federal funds expended on this Project must be refunded to the FHWA, the CITY



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 1, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive grant funding from the South Alabama Regional Planning Commission (SARPC) for the FY2025 Transportation Alternative Grant Program (TAP). (Local match of \$100,000.00 required which will come from existing Public Works/Programs and Project Management department appropriations)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FY25TAP_TMC Segment 2

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Mobile Urbanized Area FY2025 Transportation Alternatives Program (TAP), a grant in the amount of \$500,000.00 to construct Segment 2 of the Three Mile Creek Greenway Trail. This project will continue the City's work on this transformational project that links communities, fosters positive outdoor experiences and provides a safe, alternative transportation path along Three Mile Creek. A 20% local match (\$100,000.00) is required for this grant, which will come from existing Public Works/Programs & Project Management department appropriations.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Mobile MPO (SARPC). Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of \$100,000.00 in matching funds in the event this grant is received in full.

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN AND SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Care Ride Transport, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **October 15, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

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 Care Ride Transport, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Ray C. Jones Jr., individually or on behalf of Care Ride Transport 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:

Ray C. Jones Jr.

Mobile Business Address: _____

Telephone: _____ e Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Mobile Residence: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: (251) _____ se #: _____

Residing in Mobile County: Years: 45 years Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
Ray C. Jones Jr	Owner		100010

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 ☒

Non-emergency transport

Location of terminal/depot or stand & stables:

What will be your days and hours of operation?

7 days a week / 24 hours

How many vehicles (carriages) do you intend to operate?

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Toyota
Make:
Make:
Make:

Year: 2018
Year:
Year:
Year:

Model: Camry LE
Model:
Model:
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:

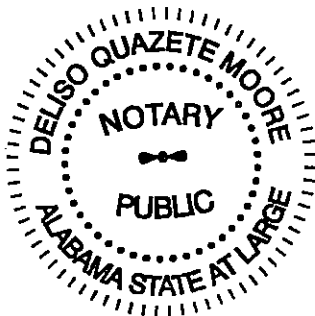
1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
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.

Rae Jones Jr.
Applicant's Signature

NAME OF ENTITY:

CareRide Transport L.L.C.

By: _____
Its _____



SWORN TO AND SUBSCRIBED BEFORE ME THIS
23rd DAY OF September, 2024

Deliso Quazete Moore
Notary Public
My Commission Expires 1/2/2028

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

CareRide Transport L.L.C.

This name reservation is for the exclusive use of CareRide Transport, 2045
Ormerd Rd., Eightmile, AL 36613 for a period of one year beginning September
20, 2024 and expiring September 20, 2025



RES178638

**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.**

September 20, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JONES, RAY CARNELL JR

Address:

Nick Name:

Phone: -----

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 45

Weight: 180

Eyes: BROWN

Height: 5'10"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: DM

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

A RECORD

CHECKED BY: *[Signature]*

DATE: *09-19-2024*

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 416-29-6964

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>205090454001</u>	2050904540	9/28/2005	JONES, RAY CARNELL		UNKNOWN LOCATION UNKNOWN,	ANDERSON, SHARON	CONV	375 HILLCREST RD MOBILE,	NO PISTOL PERMIT
<u>210070287101</u>	2100702871	7/18/2010	JONES, RAY CARNELL JR		UNKNOWN LOCATION UNKNOWN,	WESTBROOK, J B	CONV	4119 GOVERNMENT BLVD MOBILE,	FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY

2 Records Selected

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD
CHECKED BY: C. Wright
DATE: 09-19-2024