



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, October 29, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Father Dan Good, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

October 22, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Tuong Pham for a waiver of the Noise Ordinance at 1131 Dauphin Island Parkway on February 2, 2025, from 11:30 a.m. - 11:00 p.m. (District 3).

Request of Omega 14 for a waiver of the Noise Ordinance at Seals Park on November 3, 2024, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on March 2, 2025, from 12:00 p.m. - 6:00 p.m. (District 2).

Request of Gary Constantine for a waiver of the Noise Ordinance at 254 St. Anthony Street on March 4, 2025, from 6:00 p.m. - 10:00 p.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 611 Ivis Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1210 Alba Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1315 Brooke Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2054, a/k/a 2056, Buckner Road, S. a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2377 San Souci Road a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 809 S. Washington Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2306 Dog River Drive, N. a public nuisance and order it demolished (District 4).

Public hearing to consider assenting to the vacation of an alley adjacent to property located at 1001-1003 Oak Street (District 2).

Public hearing to determine whether the Downtown Mobile Business Improvement District should be continued, modified, or terminated.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sandra Rackard - Invite the Council and Mayor to the dedication of an American 250! marker at the Richards Dar House on November 2, 2024.

Apostle Valenia Green - Abuse and neglect towards the poor, disabled, and homeless.

Ranita Smith - Concerns regarding a variance on her property at 311 Glenwood Street.

John Young - Men United Against Violence Fall campaign, "Remember Their Names."

Amy Jones - Questions about the City's plan to address the increasing coyote population.

Pat Law - Comments about a City contractor damaging her property.

Reggie Hill - Department protocol (OPR & MHA), Board protocol (Civic Center, UDC), request for updates (ARP, inventory, & police impound), and request for amendment.

13. RESOLUTIONS HELD OVER

01-1011 Authorize GOMESA Grant Agreement with the Alabama Department of Conservation and Natural Resources (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-1012 Authorize Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1013 Authorize amendment to Agreement with Smith, Dukes & Buckalew, LLP for audit services (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

08-1014 Approve purchase order to Emergency Equipment Professional, Inc. for ladder truck for MFRD; \$2,065,571.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1015 Approve purchase order to Nomic Networks, Inc. for subscription to Nomic Insight Network Communications; MIT; \$18,178.95 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1016 Authorize contract amendment with Moffatt & Nichol, Inc. for Mobile Riverfront Redevelopment Project; increases of \$186,914.00 (sponsored by

Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

60-1017 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-1018 Authorize Agreement with Chris Francis Tree Care, LLC to provide city-wide tree maintenance and removal; NTE \$1,000,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. ORDINANCES BEING INTRODUCED

41-054 Ordinance to Amend Section 41.5, "Loitering in Parks or Playgrounds", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

55-055 Ordinance to Amend Article V, "Panhandling", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

57-056 Ordinance to amend Section 57.73, "Obstructions on Sidewalks", of the Code of the City of Mobile, Alabama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-1019 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Tao Hotpot BBQ; 3201 Airport Blvd. (sponsored by Councilmember Daves).

37-1020 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Wawa; 664 Schillinger Rd., S. (sponsored by Councilmember Woods).

37-1021 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Eminence Promotions Tuff Man; 1035 Cody Rd., N. (sponsored by Councilmember Gregory).

40-1022 Declare the structure at 611 Ivis Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1023 Declare the structure at 1210 Alba Street a public nuisance and order it

demolished (sponsored by Councilmember Small).

40-1024 Declare the structure at 1315 Brooke Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1025 Declare the structure at 2054, a/k/a 2056, Bucker Road, S. a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1026 Declare the structure at 2377 San Souci Road a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1027 Declare the structure at 809 S. Washington Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1028 Declare the structure at 2306 Dog River Drive, N. a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

60-1029 Approve award of special bonus to the City Clerk's Office Employee of the Month; McGuire (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

60-1030 Approve award of special bonus to the Administrative Services Employee of the Month; Chendo (sponsored by Mayor Stimpson) (submitted by Joseph Snowden Admin. Services Dept.).

16. CIP RESOLUTIONS INTRODUCED

01-1031 Authorize Agreement with Forrest Daniell & Associates, P.C. for Fire Station #19 design; \$187,439.40 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-1032 Authorize Agreement with Hughes 360 Services, LLC to provide storm drainage ditch cleaning services; Elaine Dr., Forest Glen Dr., and Anderson Dr.; \$225,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1033 Authorize Agreement with Hughes 360 Services, LLC for storm drainage ditch cleaning services on Wilkins Road; \$250,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-1034 Authorize Construction Services Agreement with White-Spunner Construction, LLC; \$100,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-1035 Approve purchase order to Quick Buildings, LLC for portable building for Pinehill Recycling Center; \$78,804.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1036 Approve purchase order to SHI International Corp. for iPad Pro tablets for Build Mobile; \$21,476.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1037 Approve purchase order to SHI International Corp. for renewal of Adobe Enterprise software for MIT; \$68,502.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1038 Approve purchase order to University of South Alabama for fall semester tuition EMT and Paramedic classes for MFRD; \$92,890.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1039 Authorize contract with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City facilities; NTE \$300,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept. and Cliff Thomas, Facilities Maintenance).

21-1040 Authorize contract with Osprey Initiative, LLC for citywide stormwater litter collection and analysis services; \$500,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

31-1041 Authorize the Mayor to apply, accept, and receive a Notice of Award for grant assistance from the Alabama Law Enforcement Agency; \$16,676.51 (no local match) (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

47-1042 Consider assenting to the vacation of an alley adjacent to property located at 1001-1003 Oak Street (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

47-1043 Consider a vacation fee as a condition of the vacation of an alley adjacent to 1001-1003 Oak Street; \$1,739.31 (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

50-1044 Determine whether the Downtown Mobile Business Improvement District should be continued, modified, or terminated (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

18. 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: TUONG PHAM

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2517863670

Organization (if applicable) ST. MONICA CATHOLIC CHURCH

Mailing Address of Applicant 3904 PIERSON DR. W MOBILE, AL 36619

Telephone No. _____ E-mail address TCP251@GMAIL.COM

Location or address of event where amplification will be used:

1131 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Date of Event: FEB. 2, 2025 Starting Time: 11:30AM Ending Time 11:00PM

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

Type of Event: VIETNAMESE NEW YEAR FESTIVAL

Do you plan to sell alcohol at this event? X 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

2025 OCT 14 AM 8:55

2025 OCT 14 AM 8:55

D3



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Omega 14

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant _____

Telephone No. _____ E-mail address leo@omega14inc.com

Location or address of event where amplification will be used:

Seals Park

Date of Event: 11/3/2024 Starting Time: 3:00 p.m. Ending Time 7:00 p.m.

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

Type of Event: _____

Do you plan to sell alcohol at this event? _____ YES XX 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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMS

Mailing Address of Applicant 12359 County Road 1, Fairhope AL 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:
254 St. Anthony Street Mobile, AL.

Date of Event: Sunday March 2nd, 2025 Starting Time: 1200CST Ending Time: 1800CST
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL



TU, OCT 22, AM 8:05 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: Gary S Constantine

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-421-2601

Organization (if applicable) OOMS

Mailing Address of Applicant 12359 County Rd.1 Fairhope AL. 36532

Telephone No. 251-421-2601 E-mail Address gary.constantine@trubridge.com

Location or address of event where amplification will be used:

254 St. Anthony Street Mobile, AL.

Date of Event: Tuesday March 4th, 2025 Starting Time: 1800CST Ending Time: 2200 CST

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

Type of Event: Mardi Gras Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

22

TU, OCT 22, AM 8:05 RCVD



HELMSING
LEACH
ATTORNEYS AT LAW

CITY CLERK'S OFFICE

MOBILE, AL

August 12, 2024

MO, AUG 12 PM 4:02 RCV

VIA HAND DELIVERY

Lana Gauthier
City Clerk's Office
South Tower (9th Floor)
205 Government Plaza
Mobile, Alabama 36602

**Regarding: Alleyway Vacation
Wolfe's Alley; Our File No. 25589**

Dear Ms. Gauthier:

Our firm represents Michael Heath Stevens, who owns a single parcel of property located at 1001-1003 Oak Street, Mobile, Alabama. The owner desires to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley bifurcates Mr. Stephens' property and has been used as a driveway for years.

In accordance with the rules and regulations, the following utilities have been contacted: MAWSS, Alabama Power, Spire, AT&T, and Comcast. The consent of each utility is enclosed.

I am enclosing the \$100.00 filing fee payable to the City of Mobile. Please forward our application and enclosures to the various city department heads as quickly as possible.

If you need anything further at this time, please contact me at your earliest convenience.

Very truly yours,

KERI R. COUMANIS

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MICHAEL HEATH STEPHENS, DANIEL L. McCLEAVE, NICKI PATTERSON, RAYMOND PELT, and DEBORAH A. PELT, IN THE CITY AND COUNTY OF MOBILE, ALABAMA

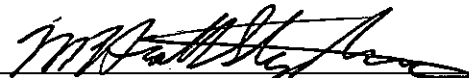
The undersigned, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson, as owners of the real property abutting that certain alley between owners' property and Oak Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioner, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

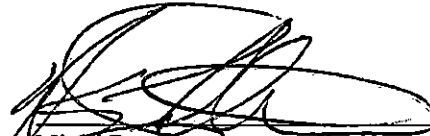
Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Mobile Area Water and Sewer System
AT&T
Alabama Power
Comcast

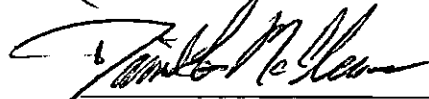
Dated this 9 day of July, 2024.



Michael Heath Stephens



Nicki Patterson



Daniel L. McCleave



Michael Lauglin



Caroline Wilson

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:

COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property") said property being more particularly shown on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owners, as the abutting and affected land owners, propose to vacate that certain alley lying between Owners' Property and Oak Street, said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, the Owners attest the City has never maintained or exercised any dominion or control over the alley and the public has not relied on the alley for access; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

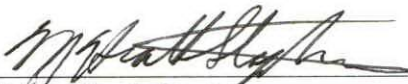
WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

- (a) An easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned.
- (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the 9 day of July, 2024.


Michael Heath Stephens

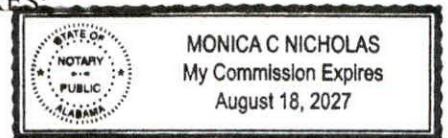
STATE OF ALABAMA
COUNTY OF MOBILE

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

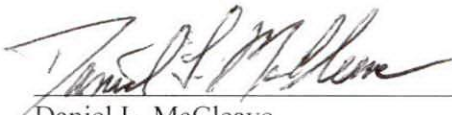
Given under my hand and official seal this the 9th day of July, 2024.

SEAL


NOTARY PUBLIC
MY COMMISSION EXPIRES:



[signatures continue on next page]


Daniel L. McCleave

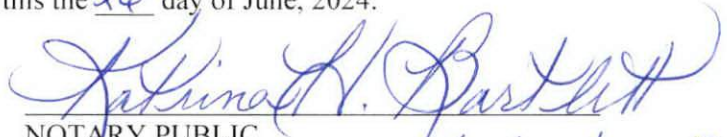
STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

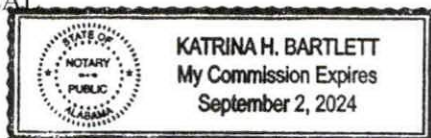
Nicki Patterson

STATE OF ALABAMA
COUNTY OF MOBILE

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

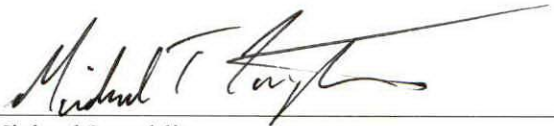
Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

[signatures continue on next page]

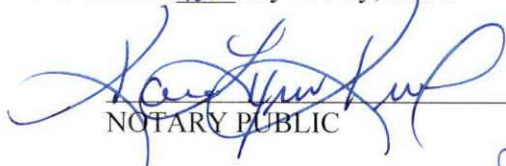

Michael Laughlin

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

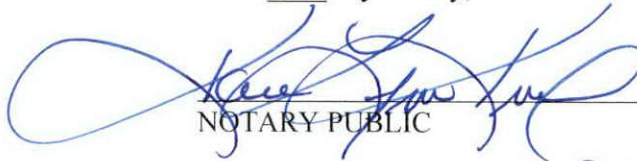

Caroline Wilson

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; and (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2024.

MOBILE CITY COUNCIL

By: _____
Its: _____

[attestation to follow on next page]

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

Mobile City Clerk

365589

Property Details

Account	
Key Number:	753189
Legal Description:	COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK ST AND PINE ST THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF SAID OAK ST 175 FT(S) TO THE POB. CONTINUE EASTERLY 90 FT(S) THEN SOUTH 86.9 FT THEN WESTERLY 90 FT(S) THEN NORTH 96 FT TO THE POB. LESS AND EXCEPT THAT PUBLIC RIGHT OF WAY FOR A 12 FT ALLEY.
Parcel Number:	2906400009030XXX
Type:	Real
Property Class:	2
Location	
Address:	1003 OAK ST MOBILE, AL 36604
Owner	
Name:	PELT RAYMOND & DEBORAH A PELT
Mailing Address:	1003 OAK ST MOBILE , AL 36604
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$28,000
Land Value:	\$27,000
Appraised Value:	\$55,000
Taxable Value:	\$55,000
Assessed Value:	\$11,000

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	COUNTY	20.500000	\$11,000	\$225.50
14	DIST SCHOOL	15.500000	\$11,000	\$170.50
14	CITY	7.000000	\$11,000	\$77.00
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$11,000	\$154.00
14	STATE	6.500000	\$11,000	\$71.50

Total Millage Rate: 63.500000

EXHIBIT "B"

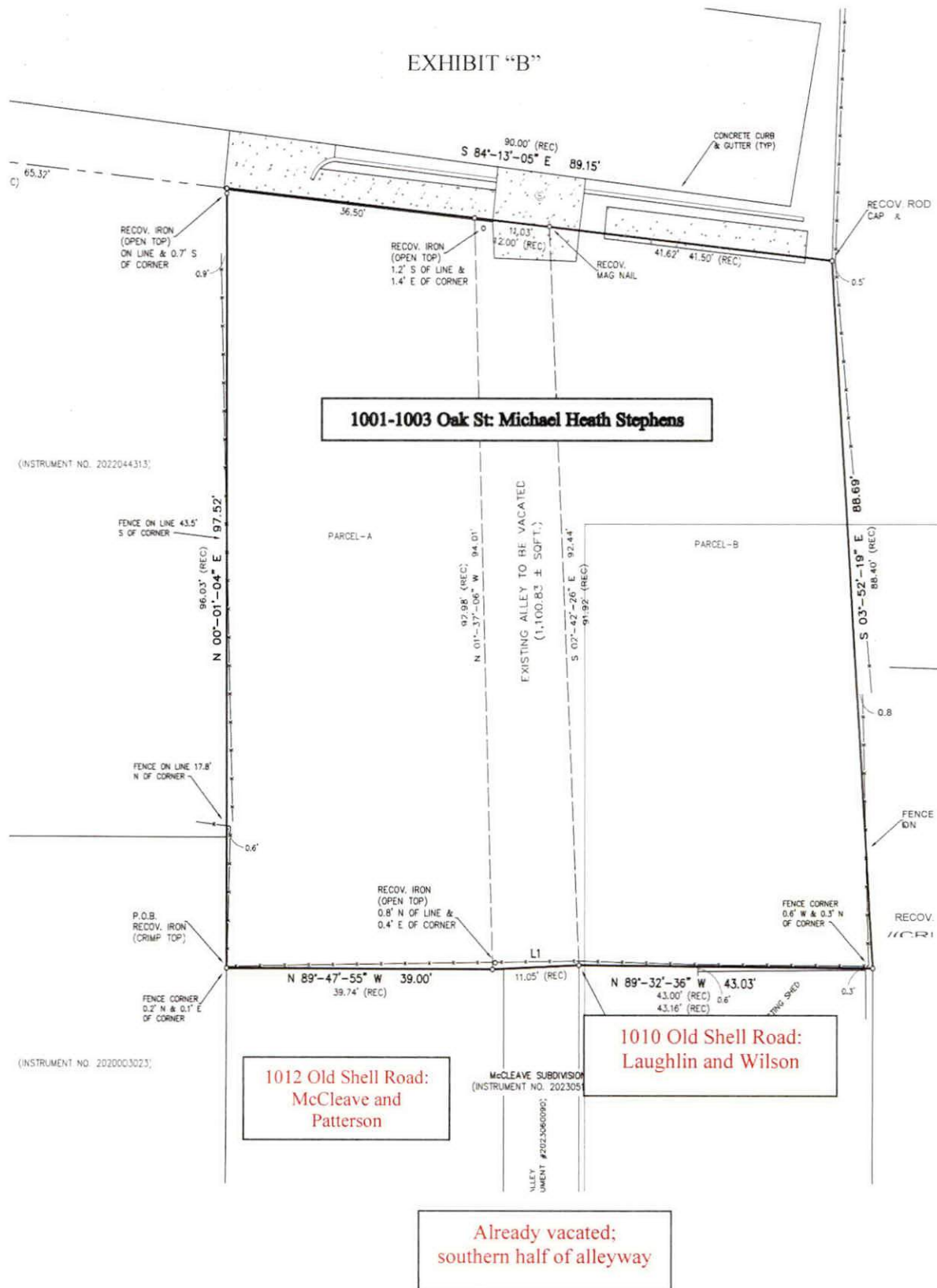


EXHIBIT "A"

WOLFES ALLEY / EXISTING ALLEY TO BE VACATED:

Commencing at the Northwest corner of Lot A, McCleave Subdivision, as recorded in Instrument No. 2024051658, Probate Court Records, Mobile County, Alabama; run South 89°-47'-55" East and along the North line of said Lot A, a distance of 39.00 feet to a point on the West line of an existing alley and the Point of Beginning of the property herein described; thence North 01°-37'-06" West and along said West line, 94.01 feet to a recovered iron (open top); said point being on the South line of Oak Street (40 foot right-of-way); thence South 84°-13'-05" East and along said South right-of-way line, 11.03 feet to a recovered mag nail; thence South 02°-42'-26" East and along the East side of said alley, 92.44 feet to a recovered iron crimp top; said point being on the North line of said McCleave Subdivision; thence South 87°-36'-49" West and along the North line of said subdivision, 12.69 feet to the Point of Beginning. Said property contains 1,100.83 square feet, more or less.

April 24, 2024

VIA ELECTRONIC MAIL

Attn: Kerri Renee Coumanis

Michael Stephens c/o Helmsing, Leach, Herlong, Newman & Rouse, PC

150 Government Street

Mobile, AL 36602

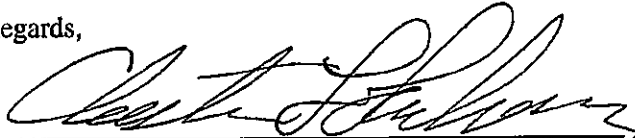
RE: Consent Requirement for Wolfe's Alley

Ms. Coumanis

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the McCleave Survey and examining the area labeled "Wolfes Alley (To Be Vacated)," I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location. As a result, we have no objection to the request to vacate.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 205-257-4843 or via email at cllachow@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

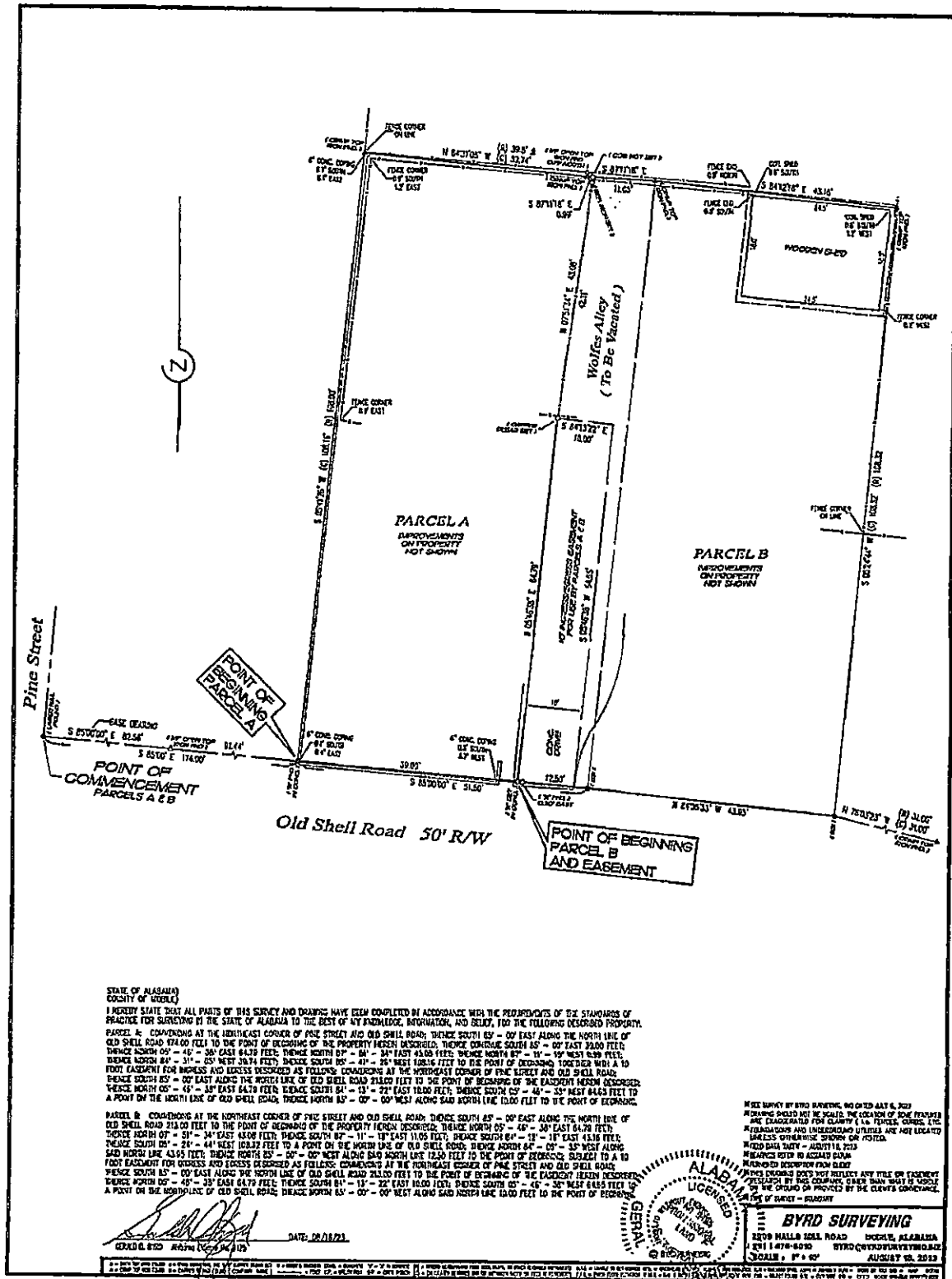


Chester Lachowicz

Corporate Real Estate

Land Acquisition

/Enclosure







Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

July 26, 2024

Helmsing Leach Attorneys At Law
P.O. Box 2726
Mobile, AL 36652

Re: Keri Coumanis

Vacation: Consent for alleyway vacation; remainder of Wolfe's Alley

Keri Coumanis,

In response to Helmsing Leach letter dated 07-23-2024 relative to the above referenced Remainder of Wolfe's Alley Vacate.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,


Alex Sammet (Aug 2, 2024 09:22 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: 
Systems Planning Approval: 

Wolfe's Alley Vacate To Be Signed

Final Audit Report

2024-08-02

Created:	2024-07-26
By:	Dorman Chapman (dorman.chapman@spireenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiNgdhjW8ABzQ5Ba51p66mv5tTXWGP9RS

"Wolfe's Alley Vacate To Be Signed" History

-  Document created by Dorman Chapman (dorman.chapman@spireenergy.com)
2024-07-26 - 6:15:40 PM GMT- IP address: 63.246.12.132
-  Document emailed to Richard Jay (Richard.Jay@spireenergy.com) for approval
2024-07-26 - 6:16:18 PM GMT
-  Email viewed by Richard Jay (Richard.Jay@spireenergy.com)
2024-07-29 - 3:45:15 PM GMT- IP address: 104.47.51.126
-  Document approved by Richard Jay (Richard.Jay@spireenergy.com)
Approval Date: 2024-07-29 - 3:45:25 PM GMT - Time Source: server- IP address: 162.212.120.130
-  Document emailed to Wes Morrisette (wes.morrisette@spireenergy.com) for approval
2024-07-29 - 3:45:28 PM GMT
-  Email viewed by Wes Morrisette (wes.morrisette@spireenergy.com)
2024-07-29 - 3:56:10 PM GMT- IP address: 104.47.56.126
-  Document approved by Wes Morrisette (wes.morrisette@spireenergy.com)
Approval Date: 2024-07-29 - 6:07:56 PM GMT - Time Source: server- IP address: 63.246.12.132
-  Document emailed to Alex Sammet (alex.sammet@spireenergy.com) for signature
2024-07-29 - 6:08:15 PM GMT
-  Email viewed by Alex Sammet (alex.sammet@spireenergy.com)
2024-08-02 - 2:22:35 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Alex Sammet (alex.sammet@spireenergy.com)
Signature Date: 2024-08-02 - 2:22:44 PM GMT - Time Source: server- IP address: 75.243.42.130
-  Agreement completed.
2024-08-02 - 2:22:44 PM GMT



Adobe Acrobat Sign



April 24, 2024

Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Ms. Keri R. Coumanis
Post Office Box 2767
Mobile, AL 36652

RE: Request to vacate the North Portion of an Alleyway (Approx. 11' x 54')
Located Adjacent to and East of 1003 Oak Street – Alley Connects Oak St
to Old Shell Rd. Section 22, T4S-R1W

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that we have an 8" diameter sanitary sewer main within the limits of the area to be vacated. Consequently, our agreement to vacate this right-of-way is contingent upon the requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "D. Russell", is written over a faint, larger blue outline of the same signature.

Daryl B. Russell, P.E.
Director of Planning and Market Development

cc: A. Tyree



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

April 16, 2024

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC

Dear Mrs. Coumanis,

This letter is written in response to your letter of April 11, 2024 wherein a request is made of AT&T for consent to the vacation of an alley between 1001 and 1003 Oak St, as described in the attached survey of August 13, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

From: [Rodriguez, Robert](#)
To: [Keri Coumanis](#); [Russell, Daryl B.](#); aldionne@mawss.com; [Lachowicz, Chester L.](#); brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Re: Consent for alleyway vacation; remainder of Wolfe's Alley
Date: Thursday, April 11, 2024 3:14:48 PM

Comcast is clear and consents to the vacation of this alley.

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Thursday, April 11, 2024 2:40:14 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com <aldionne@mawss.com>; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com <brad.sadler@att.com>; Valerie.Barrett@SpireEnergy.com <Valerie.Barrett@SpireEnergy.com>
Subject: [EXTERNAL] Consent for alleyway vacation; remainder of Wolfe's Alley

Good afternoon,

In July, 2023, all of the utilities included on this email consented to the vacation of the southern half of what is shown on old maps as "Wolfe's Alley." I have attached a survey of that portion of the alley way that was vacated. See McCleave Survey August 2023.

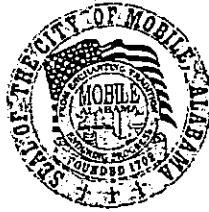
Now, there are new property owners to the north. These property owners now wish to vacate the north half of Wolfe's Alley. See 1001-1003 Oak St – tax map of north half of Wolfe's Alley.

Please send me your consent to this vacation at your earliest convenience, assuming there are no issues or concerns.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Sandra Rackard Date: _____

Address: 256 North Joachim St. Mobile

Phone: 251-751-7449 Email: sandrarakard@gmail.com

Date to Address City Council: 10-29-2024

Subject and/or specific questions (must complete): Richard S. DAR House

Museum Dedication Ceremony Nov 2nd @ 0930 For
An America 250 Plaque. Honors the men & women
who gained Independence for America 250 yrs ago.

How does this pertain to city business (must complete):

Invite City Council & Mayor To event To Celebrate
Veterans. Public is invited as well.

Signature: _____

Sandra Rackard



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Apostle Valenia Green Date: 10/15/24

Address: 603 Delaware St. Mobile, AL 36603

Phone: (251) 322-8540 Email: valeniagreen@gmail.com

Date to Address City Council: 10/22/24

Subject and/or specific questions (must complete):

Abuse and neglect in the community towards the poor, disabled and the homeless.

How does this pertain to city business (must complete):

It is pertaining to the citizens of Mobile.

Signature: 

Gauthier, Lana

From: City Clerk
Sent: Wednesday, October 23, 2024 11:42 AM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

Follow Up Flag: Follow up
Flag Status: Flagged

I called her around 11:40 a.m. and no one answered.

From: Ranita Smith <ranitasmith100@gmail.com>
Sent: Wednesday, October 23, 2024 11:33 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: Re: CityofMobile.org: Addressing City Council Submission

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.

Could you call me..2515135637

On Wed, Oct 23, 2024, 11:11 AM City Clerk <cityclerk@cityofmobile.org> wrote:
Good morning,

Can you please be more specific about your subject? Are you requesting a variance be approved? Is this an existing variance you would like to speak about?

Kindly,

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, October 23, 2024 11:08 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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: Ranita smith
Date To Address Council: 2024-10-29
Address: 100 Michael Donald Ave
Email: Ranitasmith100@gmail.com
Phone: 2515135637
Subject And Specific Questions: Variance approved by council
Pertain To City Business: Starting a new business which produces revenue

311 Glenwood St.
- Variance requested for a car lot.
- She went before the BOA on 9.10.24



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Mon 10/21/2024 1:56 PM

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: John C. Young

Date To Address Council: 2024-10-29

Address: 4261 Sulin Ct.

Email: jyhere2stay@yahoo.com

Phone: 2515134179

Subject And Specific Questions: Men United Against Violence Fall campaign "Remember Their Names"

Pertain To City Business: It is n or mission to diminish violent crime in Mobile by inspiring families through reminding the public about the long-lasting effects of violent crime.

Signature: John Carlos Young

Signature Verify: X

Agree: X

Date Submitted: 2024-10-21 13:56:11

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 10/24/2024 7:34 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: Amy C. Jones

Date To Address Council: 2024-10-29

Address: 4056 Japonica Ln. Mobile AL 36693

Email: amycjones@att.net

Phone: 2282171335

Subject And Specific Questions: With the increasing coyote population within the city limits, what is the overall plan to address this problem? They are getting in my fenced yard more and more frequently. I feel badly that we have decimated /destroyed a lot of their habitat and they are just looking for food. But I think the city needs a comprehensive plan to protect people and pets.

Pertain To City Business: Safety of citizens ,property and pets

Signature: Amy C. Jones

Signature Verify: X

Agree: X

Date Submitted: 2024-10-24 07:34:31

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 10/24/2024 11:30 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: Pat Law

Date To Address Council: 2024-10-29

Address: 162 S Broad St.

Email: mzpatlaw@yahoo.com

Phone: 251 605-3837

Subject And Specific Questions: Property Damage

Pertain To City Business: The contractor contracted by the city did damage to property

Signature: Patricia Law

Signature Verify: X

Agree: X

Date Submitted: 2024-10-24 11:30:27

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: Re: 10/22 Agenda
Date: Thursday, October 24, 2024 1:50:27 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,

Happy Thursday! May my email find you well. This is a formal request to be added to the upcoming Agenda (10/29/2024).

I shall address the following:

- * Department Protocol (OPR, MHA);
- * Board/Commission Protocol (Mobile Civic Center, UDC);
- * Request for Updates (ARP, Inventory, Police Impound);
- * Request for Amendment (Similar to 46-055 passed in January, which guarantees a 2-week window for formal responses from Public Officials, this Amendment proposal will ensure that Citizen Petitions have adequate communication/compliance from the relevant parties of Municipal Government in a timely fashion).

Thank you for your attention to this matter. Have a great week. See you all on Tuesday!

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



On Thu, Oct 17, 2024 at 2:40 PM Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good afternoon,

I have received your request and will add you to the October 22, 2024 agenda.

Thank you,

Lana Pafenbach

Assistant City Clerk

City Clerk's Office

City of Mobile

(251) 208-7474

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, October 17, 2024 2:00 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: 10/22 Agenda

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,

Good afternoon! Sending you my best. This is a formal request to be added to the upcoming Agenda.

I shall address the following:

- * Department Protocol (OPR, Cyber Security, Student Analyst, MHA)
- * Board/Commission Protocol (Civic Center, UDC)
- * Request for Updates (ARP, Inventory, Police Impound)
- * Municipal Voting Precincts

Thank you for your attention to this matter. I reach 38 years around the Sun on Tuesday. I look forward to sharing a portion of this moment advocating for Mobilians. See you all then!

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



STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

G-CMRPEII/24/CM

Page 1 of 16

Rev. 11/1/2023

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
10. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

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11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.
20. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.
21. **TERMINATION:** In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee 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 an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

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All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

GRANTEE:

Christopher M. Blankenship
Commissioner

Signature

Date: _____

Printed Name

Title

EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006 Disbursement
Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase II – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffey Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffey Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cleats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffey Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffey Cell Waterfront.	\$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	\$2,278,667
Total GOMESA Funding Not to Exceed		\$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

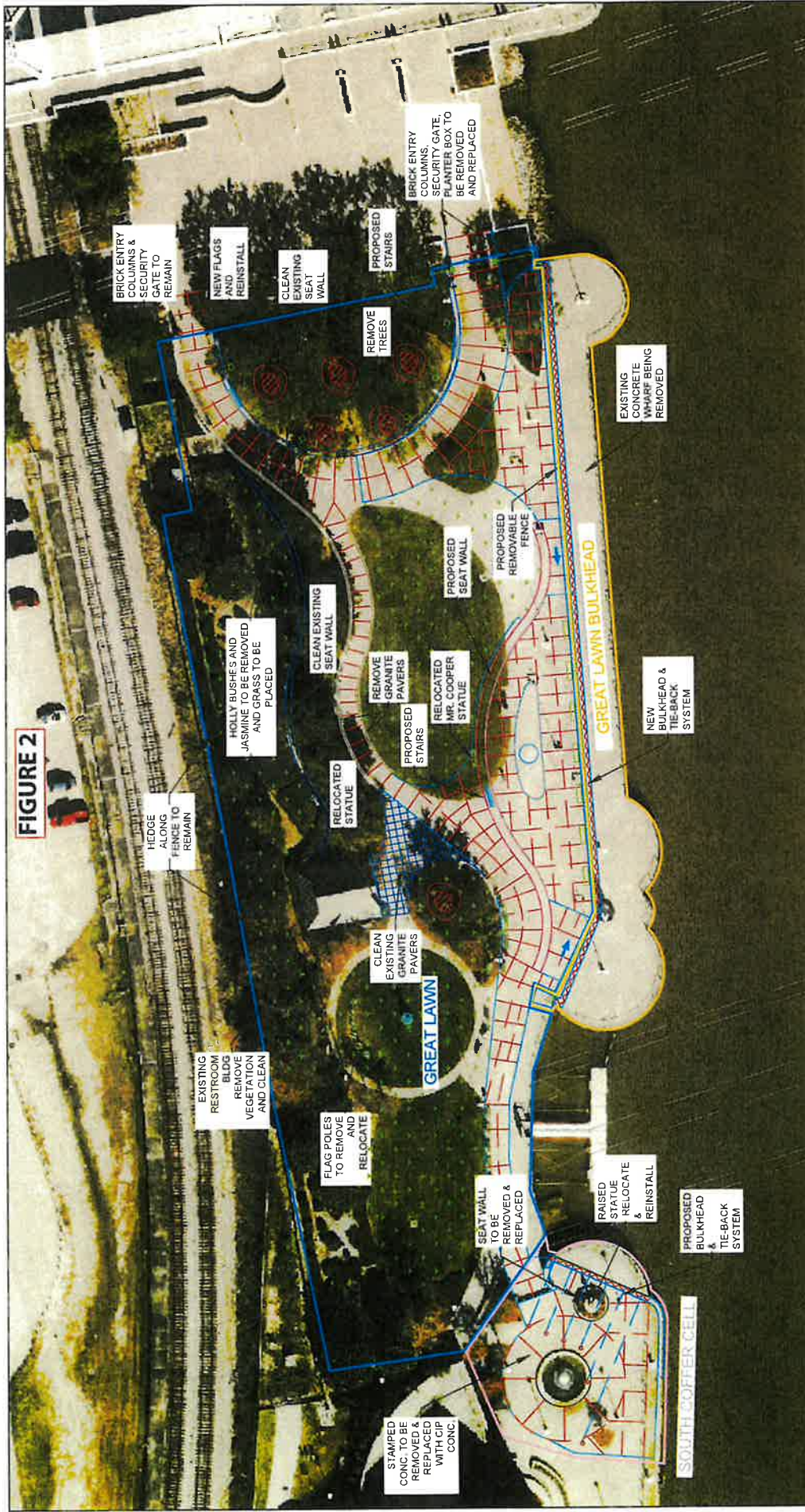
William S. Stimpson, Mayor
City of Mobile

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FIGURE 1

NOTES / COMMENTS: G-CMRPEII/24/CM Page 15 of 16	PHASE COST ESTIMATES GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : \$ 5,864,796.14 SOUTH COFFER CELL : \$ 1,827,362.53 GREAT LAWN : \$ 2,272,105.00			CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT MOBILE RIVERFRONT REDEVELOPMENT GENERAL ARRANGEMENT & PHASING PLAN	PHASE PLAN	SHEET 1 OF 2	09-27-2024
				PHASE PLAN	SHEET 1 OF 2	09-27-2024	



CITY OF MOBILE, ALABAMA ENGINEERING DEPARTMENT MOBILE RIVERFRONT REDEVELOPMENT GENERAL ARRANGEMENT & PHASING PLAN		SITE PLAN	SHEET 2 OF 2	09-27-2024
PHASE COST ESTIMATES GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) : \$ 5,864,796.14 SOUTH COFFER CELL : \$ 1,827,362.53 GREAT LAWN : \$ 2,272,105.00		NOTES / COMMENTS: G-CMRPEII/24/CM Page 16 of 16		

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the execution and attestation of the Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC along with Mobile County, Alabama

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Greenfield Tax Abatement Agreement
2. Greenfield Tax Abatement Agreement (final) (003)

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to enter into a Tax Abatement Agreement with Greenfield Environmental Multistate Trust, LLC, solely in its representative capacity as Trustee of the Multistate Environmental Response Trust, along with Mobile County, Alabama; and

WHEREAS, the Trust is pursuant to the Tronox Bankruptcy Agreement, the fee owner of certain real estate in the City of Mobile, County of Mobile, State of Alabama, which is 5 contiguous tax parcels located at 7300 Rangeline Road, to oversee a remedial construction project at the site for ADEM's Voluntary Clean-up Program; and;

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to provide abatements in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines to enter into the Tax Abatement Agreement for the purposes described hereinabove serves a public purpose and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, 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.

ADOPTED: _____

City Clerk

TAX ABATEMENT AGREEMENT BETWEEN CITY OF MOBILE
AND GREENFIELD ENVIRONMENTAL MULTISTATE TRUST, LLC

THIS TAX ABATEMENT AGREEMENT (“Agreement”) is entered into by THE CITY OF MOBILE, ALABAMA, an Alabama municipal corporation (the “City”), and GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC, a limited liability company organized under the laws of the State of Delaware, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (the “Trust”), and duly consented to by MOBILE COUNTY, a body politic and political subdivision of the State of Alabama (the “County”), by and through the Mobile County Commission (the City and the County are hereinafter collectively referred to as the “Granting Authorities”).

RECITALS

WHEREAS, the Trust was established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the “Settlement Agreement”) entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of In re: Tronox Incorporated, et al., Case No. 09-10156 (ALG), and that certain Environmental Response Trust Agreement entered into pursuant to the Settlement Agreement on February 14, 2011 (the “Trust Agreement”) (the Settlement Agreement and the Trust Agreement are hereinafter collectively referred to as the “Tronox Bankruptcy Agreements”); and

WHEREAS, the Trust is, pursuant to the Tronox Bankruptcy Agreements, the fee owner of certain real estate in the City of Mobile, County of Mobile, State of Alabama, which is comprised of five (5) contiguous tax parcels located at 7300 Rangeline Road (collectively, the “Site”). The Site consists of approximately 714 acres and has also been identified by the County as parcel identification numbers: Parcel No. 3801110000001 (Key No. 1422650), Parcel No. 3801120000001 (Key 1240311), Parcel No. 3801380000031 (Key 1240570), Parcel No. 3801380000032 (Key No. 1240589), and Parcel No. 3801380000032.002 (Key 13800072); and

WHEREAS, the Trust is, pursuant to the Tronox Bankruptcy Agreements, performing (among other things) a remedial construction project at the Site (the “Project”) within the corporate limits of the City; and

WHEREAS, the Trust has applied and received notification from the Alabama Department of Environmental Management (“ADEM”) that certain portions of the Site (comprised of the Site’s former process area) have been accepted into ADEM’s Voluntary Cleanup Program, the Trust is (among other things) facilitating remediation of the applicable portions of the Site pursuant to an ADEM-approved voluntary cleanup plan, and the Project therefore qualifies as an Alabama Brownfield Tax Abatement project under Code of Alabama §40-9C-1 et. seq., as amended (the “Act”); and

WHEREAS, the Project is more particularly described in Exhibit A attached hereto and incorporated herein, which is the application that the Trust submitted to the Granting Authorities for the Project (the “Application”); and

WHEREAS, the Granting Authorities have found the information contained in the Application to be sufficient to make a reasonable cost/benefit analysis of the Project and thereafter determined that the Project will confer economic and general benefits to the community.

NOW, THEREFORE, the City and the Trust, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

On _____ (“Effective Date”), the City approved the Project and agreed to grant abatements of certain non-educational taxes related to the Project.

PROJECTIONS

The Trust hereby makes the following good faith estimates and projections:

1. Total amount of capital investment in the Project is ±\$94.7 million.
2. Estimated number of individuals to be employed related to the Project:

Initially: 0
End of Year 1: 90
End of Year 2: 92
End of Year 3: 88

3. Estimated amounts of payroll related to the Project:

Initially: \$0
End of Year 1: \$7,061,540
End of Year 2: \$7,307,692
End of Year 3: \$6,461,538

The Trust commenced construction of the Project in early 2023 and estimates construction will be completed within approximately twenty-four (24) months from the Effective Date.

LIMITED REPRESENTATIONS AND COVENANTS OF THE TRUST

Subject to the terms and conditions of the Tronox Bankruptcy Agreements, including, without limitation, the exculpations, immunities, liability protections, and other rights extended to the Trust and its related parties under the Tronox Bankruptcy Agreements, the Trust (or its successor-in-interest with respect to the Site, as applicable) hereby represents and covenants, in consideration of the City executing this Agreement, as follows:

1. The Trust is duly qualified to do business in Alabama and has the power to enter into, perform, and observe the agreements and covenants in this Agreement.
2. The Trust is not in violation of any law in any manner material that would affect its ability to perform its obligations under this Agreement and is current on its outstanding liabilities.
3. The Trust has duly authorized the execution of this Agreement and no provision hereof constitutes a default under any agreement or instrument to which it is a party, nor does it contravene any law, judgment, or decree to which it is subject.
4. The Trust will timely obtain all licenses, permits, consents, certifications, authorizations, or other approvals required in connection with its acquisition, construction, installation, or operation of the Project and the City’s granting the abatements described herein;

and, the consent and approval of the County Commission and the State of Alabama.

5. In all material respects, the Trust's acquisition, construction, installation and operation of the Project will not conflict with and will be in accordance with applicable statutes, ordinances, orders, and regulations, including but not limited to statutes, ordinances, orders, and regulations respecting environmental protection.

6. The Project is located within the corporate limits of the County of Mobile.

7. The Application does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating and remodeling of existing facilities previously placed in service by the Trust.

8. For the purpose of the abatement of construction-related transaction taxes, as generally described in the Application, certain parts of the Project have been purchased prior to the Effective Date of this Agreement and the grant of abatements described herein will assist the Trust in its completion and operation of the Project.

9. As generally described in the Application, certain parts of the Project have been placed in service or operation by the Trust or a related party as defined by 26 U.S.C. §267 prior to the City's grant of the abatements described herein.

10. The Project will be "industrial development property", "private use industrial property" and will constitute a "project" as defined in the Act, and further, the Project is classified as an industrial or research enterprise as those terms are currently defined by the U.S. Department of Commerce, Office of Management and Budget or similar industry classification system.

11. The information contained in Exhibit A is true and correct and, to the extent estimates or projections are contained therein, such have basis in fact and were made in good faith, and the Trust acknowledges that the City has performed a Cost/Benefit Analysis utilizing the information contained in Exhibit A with respect to its grant of the abatements described herein.

12. The Trust acknowledges and agrees that the Granting Authorities, in approving the abatements described herein, make no warranty or representation, including but not limited to whether the abatements applied for (and the amounts thereof) will be accepted by taxing agencies/departments of the State of Alabama, its political subdivisions or any municipality. The Trust further acknowledges that the Granting Authorities have expressly relied on the Trust's representations contained in this Agreement and other submissions and presentations by the Trust, and that the Trust has relied on the advice of its own agents, servants, employees, attorneys, representatives, and consultants with respect to obtaining the abatements applied for and granted herein.

13. The weighted average economic life of the Project, determined consistently with the provisions of 26 U.S.C. §147(b) and measured from the date the Project are expected to be placed in service, will be greater than ten (10) years.

14. If the Project is a Major Addition as defined in the Act, the Trust acknowledges that the provisions of the Act regarding Major Additions are applicable to the Project and shall apply to the abatements granted herein.

15. Wherever possible and economically prudent, but within its sole discretion, the Trust will use contractors and subcontractors from the Mobile County area. The Trust further agrees that it shall use reasonable, economically prudent efforts to maintain any workforce (both managerial and labor), consistent with the population demographics of Mobile County, Alabama.

ABATEMENTS

1. To the extent permitted by the Act and other applicable law, the City hereby grants to the Trust (or its successor-in-interest with respect to the Site, as applicable) abatements of the following taxes with respect to the Project:

a. Non-Educational Property Taxes: all state and local non-educational property taxes that are not required to be used for educational purposes or for capital improvements for education.

b. Non-Educational City and County Construction-Related Transaction Taxes: the transaction taxes imposed by Ala. Code 40-23-1 et. seq. on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction-related transaction taxes levied for educational purposes or for capital improvements for education.

2. Estimates of the amount of tax abated pursuant to this Agreement are set forth below. The City and the Trust hereby acknowledge that these estimates reflect the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated:

a. Non-Educational Property Taxes are expected to be approximately Zero Dollars (\$0) (first year only) and the maximum period for such abatement shall be valid for a period of three (3) years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

b. Non-Educational City and County Construction-Related Transaction Taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$1,794,439.

3. Non-Educational Sales and Use Tax Abatement and such abatement(s) shall not extend beyond the date the Project is placed in service.

4. The starting date of the abatements granted herein shall comply with the rules, procedures and regulations of the Alabama Department of Revenue (the "Department") as these and other rules, procedures and regulations of the Department as may be amended or modified.

5. For the purposes of this Agreement and the tax abatements granted herein, all applicable Trust-owned real or personal property (the "Property") shall be valued pursuant to the rules, procedures and regulations of the Department, including but not limited to Ala. Admin. Code 810-4-1-.04; 810-4-1-.12, as these and other rules, procedures and regulations of the Department may be amended or modified. Notwithstanding the foregoing, declarations or claims by the Trust of economic or functional obsolescence of Property for which abatements are granted shall not be permitted during the abatement period other than because of damage or destruction; provided, that nothing herein shall modify or alter the depreciation of Property in accordance with the Department's published schedules.

6. The Trust covenants and agrees to furnish the Granting Authorities, after the date on which the Project is placed in service and during the abatement period, records, information, and documentation which the Granting Authorities, in their sole discretion, deem prudent and necessary to determine whether employment and payroll projections are met, and the Trust has made the expenditures referenced herein and in Exhibit A. Further, at the request of the City or the Revenue Commissioner of Mobile County ("Commissioner"), the Trust shall provide a description of the Project sufficient for the Commissioner to determine what property, real and/or personal, constitutes the Project for which the abatements described herein have been granted. If any of the material statements contained herein or in Exhibit A are determined to have been misrepresented or incorrect, whether intentionally, negligently, or otherwise, or if the Trust fails to comply with any provision of this Agreement, the Granting Authorities, in their sole discretion, may terminate this Agreement by providing written notice to the Trust and the Granting Authorities may take such further action as they deem necessary to further the purposes and intent of the Act. If it is determined that certain items which are identified on the Application are not in compliance with the Act or applicable laws or regulations, those items may be subject to taxation for all local and state taxing authorities.

ADDITIONAL AGREEMENTS

1. Any provision hereof to the contrary notwithstanding, the Trust agrees and acknowledges nothing contained herein shall be construed to impose a charge against the general credit of the Granting Authorities or create any pecuniary liability of the Granting Authorities. Further, no director, officer, employee, attorney, or agent of the Granting Authorities shall have any pecuniary liability with respect to this Agreement.

2. The Trust releases the Granting Authorities and their directors, officers, employees, attorneys, and agents ("Releasees") from any and all claims and liabilities of any character or nature whatsoever, including any negligence of Releasees, regardless of by whom asserted or imposed, and by or on behalf of any person, firm, corporation, or governmental board, arising out of, resulting from, or in any manner connected with the Project, and without limiting the generality of the foregoing:

a. Liability resulting from any destruction of or damage to property or injury or death of any person or persons occurring in connection with the acquisition, construction, use, non-use, condition, or operation of the Project.

b. Any liability with respect to any contract or purchase order for the acquisition and construction of the Project.

c. Any actions relating to the acquisition and construction of the Project or any part thereof.

d. Any claim, liability, or loss arising out of any action taken by the Granting Authorities at the request of the Trust (or any person authorized to act on behalf of the Trust) or any inaction by the Granting Authorities in any manner related to this Agreement, including but not limited to, the Trust's obtaining the tax abatements granted herein.

Nothing contained in this Paragraph 2 shall be construed to release any of such parties from liability for any liability or loss that may result from any intentional or willful misconduct.

3. The Trust is solely responsible for the design and planning of the Project, the

preparation of contracts and purchase orders for the Project, and the supervision of all work to complete the Project.

4. The Trust may assign its rights under this Agreement to an affiliate with the consent of the City, provided that (a) any such assignment complies with the Act, and (b) the Trust duly notifies the City of said assignment.

5. Pursuant to the requirements of the Act, the Trust agrees that it will file (by certified mail) a copy of this Agreement and a certified copy of the City's Resolution approving the abatements described herein with the Alabama Department of Revenue, the County, and the Revenue Commissioner of Mobile County, Alabama or any other filing requirements as contained in the Act or requested by the City. With respect to the filing with the Alabama Department of Revenue, the Trust will confirm that the Board of Commissioners of Mobile County have been provided with a copy of this Agreement and a copy of the referenced Resolution.

6. Each party to this Agreement hereby represents that the person executing this Agreement on behalf of said party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party and their respective successors and assigns.

7. This Agreement may not be amended, modified, altered, changed, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

8. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

9. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

10. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Alabama without reference to choice of law provisions of Alabama law.

11. The Trust and the Granting Authorities are not and shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

12. The parties to this Agreement hereby submit to the exclusive jurisdiction of the Circuit Court of Mobile County, Alabama, for purposes of any and all legal proceedings involving any claim or defense arising out of or relating to this Agreement or any transactions or proceedings taken with respect to this Agreement ("Proceedings"). Further, each party to this Agreement hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection they may have now or hereafter have as to the venue of any Proceedings to the Circuit Court of Mobile County, Alabama, including any claim that the Proceedings have been brought in an inconvenient forum.

13. Notwithstanding anything contained in this Agreement to the contrary, this Agreement is subject and subordinate in all respects to the Tronox Bankruptcy Agreements, including, without limitation, all obligations of the Trust thereunder. Nothing in this Agreement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections, and other rights extended to the Trust and its related parties under the Tronox Bankruptcy Agreements. In the event that holding this Agreement subject or subordinate to the

Tronox Bankruptcy Agreements conflicts with any applicable law or regulation, this Agreement shall be subject to immediate termination by the Granting Authorities.

14. If the Trust fails to comply with any provision in this Agreement, or if the Trust fails to implement the voluntary cleanup plan approved by ADEM, this Agreement shall be subject to immediate termination by the Granting Authorities.

15. The County does hereby consent to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names.

Effective the _____ day of _____, 2024.

THE CITY OF MOBILE, ALABAMA

William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

DATE: _____

GREENFIELD ENVIRONMENTAL MULTISTATE
TRUST LLC, TRUSTEE OF THE MULTISTATE
ENVIRONMENTAL RESPONSE TRUST
BY: GREENFIELD ENVIRONMENTAL TRUST
GROUP, INC., MEMBER

Cynthia Books, President

STATE OF _____
COUNTY OF _____

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that Cynthia Brooks, whose name is signed to the foregoing instrument as President of Greenfield Environmental Multistate Trust, LLC, Trustee of the Multistate Environmental Response Trust by Greenfield Environmental Trust Group, Inc., Member and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she, in her capacity as aforesaid and with full authority, executed the same voluntarily as and for the act of the organization.

Given under my hand and seal on this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

CONSENT OF THE
MOBILE COUNTY COMMISSION

Randall Dueitt, President

ATTEST

E. Edwin Kerr, County Administrator

EXHIBIT A

Application

[Attached, and includes Project cost details regarding the materials for which abatements have been authorized]



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To amend the Agreement for Audit Services with Smith, Dukes, Buckalew, LLP, to increase the compensation amount for audit year 2023 to \$245,000.00.

Amount of Contract:

\$50,000.00 increase.

Funding Source

General fund.

ATTACHMENTS:

1. 2024 Agenda Package Amendment to Audit Services

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: October 1, 2024 Date Item No. _____

Submitted by: Accounting Department Donna Bryars Department Head

Sponsored by: Mayor Stimpson Name _____ Title _____

Reviewed by: Rick Moore Executive Director

Routing Authorized: _____ Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement for Audit Services

PURPOSE & SCOPE OF PROJECT:

To amend the Agreement for Audit Services with Smith, Dukes, Buckalew, LLP, to increase the compensation amount for audit year 2023 to \$245,000.00.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Increase contract by \$50,000.00

FUNDING SOURCE:

Budget Item: 10049000-42200 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: amendment eff when signed

Renewal date of contract (if applicable): October 1, 2026

If not bid, state reason: Professional service; RFP was used.

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 2

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

Best qualified proposer was selected.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to an Agreement, by and between the City of Mobile and Smith, Dukes & Buckalew, LLP, to adjust the amount of compensation for Audit Year 2023 to \$245,000.00, as outlined in the Amendment to Agreement attached hereto and made a part hereof as though set forth in full.

Adopted:

City Clerk



Addendum 1 to Agreement for Audit Services

THIS ADDENDUM No. 1 to Professional Services Contract for Audit Services ("Addendum") is entered into on this day of 2024, by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City"), and Smith, Dukes & Buckalew, LLP, a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" ("Contractor").

RECITALS

- A. Contractor and the City entered into an Agreement for the professional audit services on or about September 5, 2023, (collectively, the 'Agreement').
- B. Paragraph II.A. of the Agreement sets fees for each year of audit services based upon historic City audit efforts.
- C. Numerous unanticipated developments significantly increased the complexity of the 2023 audit compared to recent City experience, to include:
 - 1. Nearly complete turnover of key City financial leadership and accountants,
 - 2. Drawdown and transition of significant audited City sub accounts.
 - 3. City implementation of new financial processes and reporting protocols.
 - 4. Substantially increased level of grant-funded and capitalized expenditures.
- D. The unanticipated additional City complexities required Contractor to invest much more effort, at additional cost to the Contractor, to complete the 2023 audit than originally estimated by either the City or the Contractor.
- E. City agrees that Contractor's additional costs were incurred in good faith in furtherance of the purposes of the agreement, and to reimburse Contractor for a reasonable portion of these additional costs incurred by Contractor.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph II. A of the Agreement is Amended as follows:

- A. For the above-described services, the City will compensate the Audit Firm as follows:

\$245,000	For 2023
\$205,000	For 2024
\$216,000	For 2025

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

Contractor, Smith Dukes & Buckalew, LLP

Zachary D. Wolf, Its Partner (title)
On behalf of Contractor

9/26/24 Date

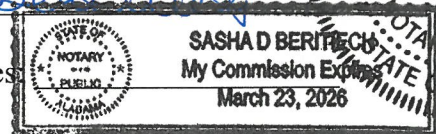
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Sasha D. Beritich, a notary public in and for said County in said

State, hereby certify that Zachary D. Wolf, whose name as Authorized Agent of Smith, Dukes & Buckalew, LLP,, is signed to the foregoing contract and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, as such Authorized Agent and with full authority executed the same voluntarily for and as the act of said business enterprise.

Given under my hand this the 26th day of September, 2024.

Sasha D. Beritich
Notary Public
My Commission Expires



CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

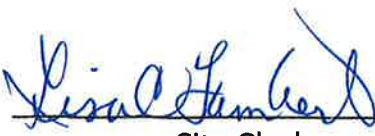
RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a Professional Services contract, by and between the City of Mobile and Smith Dukes & Buckalew, LLP, to perform auditing and financial reporting services for fiscal years 2023, 2024, and 2025, in amounts not to exceed \$220,000, \$230,000, and \$241,000 per year, respectively, with the option to renew without further approval required by the City Council, for fiscal years 2026 and 2027, in amounts not to exceed \$252,000 and \$263,000 per year, respectively, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted: SEP 05 2023



City Clerk

**STATE OF ALABAMA
COUNTY OF MOBILE**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **SMITH, DUKES & BUCKALEW, LLP**, a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of financial auditing and consulting; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

1. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

To audit the Annual Comprehensive Financial Report ("ACFR") and to perform the 2 CFR 200 Single Audit for the City for the years ended September 30, 2023, 2024, and 2025, with an option to extend the term to include 2026 & 2027, as per the City of Mobile Request for Proposals and Contractor's response, which are found as Exhibit A and are incorporated by reference into this contract.

The City may, by mutual agreement with Contractor, request Contractor perform additional professional services for which Contractor is particularly qualified during the contract period. City shall request such services by written task order signed by the Executive Director, Finance. Such tasks shall not exceed \$25,000 per fiscal year, and be based upon a mutually agreed upon hourly rate or rate per task performed.

II. COMPENSATION

A. For the above described services, the City will compensate the Audit Firm as follows:

\$195,000 For 2023

\$205,000 For 2024

\$216,000 For 2025

B. The City has the option to extend the contract for an additional two years for the fiscal years ending September 30, 2026 and 2027, at the cost as follows:

\$227,000 For 2026

\$238,000 For 2027

III. TERM OF AGREEMENT

The term of this Agreement shall commence October 1, 2023 if approved by the City Council of the City of Mobile and shall continue thereafter for a total of three fiscal years, renewable for an additional two fiscal years.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.
- C. 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 therefor.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor agrees it 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
- H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- I. Contractor agrees to 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 negligent performance or intentional misconduct of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, 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 contract or any activities conducted pursuant thereto,

Contractor hereby 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. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

- J. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Donna G. Bryars, Comptroller
City of Mobile Accounting Department
P O Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Smith, Dukes & Buckalew, LLP
3800 Airport Blvd.
Suite 101
Mobile, AL 36608

- K. This Agreement, along with the engagement letter, which is attached hereto and is incorporated by reference herein as part hereof, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.
- P. The Contractor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.
- Q. 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.
- R. Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade
- S. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this contract as Exhibit B as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
- 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.
 - (3) Or, (in lieu of (1) and (2) above), 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.
- (3) Or, (in lieu of (1) and (2) above), bodily injury and property damage combined: \$500,000 per occurrence

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: W. H. Thompson
Mayor

ATTEST:
Lambert Paffenbach, Douthett
ASSISTANT City Clerk

SMITH, DUKES & BUCKALEW, LLP

By: Mark R. Chapman
Its PARTNER

**STATE OF ALABAMA
COUNTY OF MOBILE**

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Mark Chapman, whose name as Partner, of **SMITH, DUKES & BUCKALEW, LLP**, is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, (s)he as such officer and with full

authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 16th day of August, 2023.

(SEAL)

Sasha D. Beritech

Notary Public

State of Alabama-At-Large

My Commission Expires



SASHA D BERITECH
My Commission Expires
March 23, 2026

EXHIBITS A. City of Mobile RFP and Contractor Response
 B. Contractor Insurance

Exhibit A

COM RFP 5819 and Contractor Response



CITY OF MOBILE, ALABAMA

REQUEST FOR PROPOSALS (RFP) 5819

FOR

AUDIT SERVICES

FISCAL YEARS ENDING

SEPTEMBER 30, 2023, 2024, 2025, 2026 AND 2027

I. INTRODUCTION

A. General Information

1. The City of Mobile, Alabama (City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements, and provide other professional financial services, for the fiscal years ending September 30, 2023, 2024, 2025, with options to renew for fiscal years ending September 30, 2026 and 2027. **This RFP amends and replaces previous City of Mobile RFP 5812 due to personnel changes and amended requirements.**

2. The audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*. The City publishes its financial statements in the form of a Annual Comprehensive Financial Report (ACFR) and is subject to all applicable standards of the Governmental Accounting Standards Board.

3. The City will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

4. To be considered, one original paper copy, three paper copies, and one electronic (flash drive or CD) of the proposal must be received by the City of Mobile Comptroller by no later than 4:00 p.m. local time on Friday, July 14, 2023:

Hand delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES

City of Mobile Accounting Department

Attn: Donna Bryars, Comptroller

Celia Sapp, Interim Director of Finance

205 Government Street

4th Floor, South Tower

Mobile, AL 36644

DO NOT OPEN WITH REGULAR MAIL

Mail delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES

City of Mobile Accounting Department

Attn: Donna Bryars Comptroller



Celia Sapp, Interim Director of Finance
P.O. Box 1827
Mobile, AL 36633
DO NOT OPEN WITH REGULAR MAIL

5. Proposers are to use their best judgment in interpreting the City's requirements and drafting a responsive proposal. Absent error or misstatement in this RFP, the City does not expect to provide additional detail or clarification regarding the City's requirements or background information in response to questions. That said, questions regarding this Request for Proposals (RFP) must be in writing via email to Purchasing@CityofMobile.org and received by 4:00 p.m. local, Friday, June 30, 2023. The City may in its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addenda the City may post.

6. The City reserves the right to reject any or all proposals submitted.

7. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

8. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the written contract between the City and the firm selected. To the extent any term in the engagement letter conflicts with or is inconsistent with a term in the written contract, the term in the contract will govern.

9. The City anticipates notification of the highest scoring firm by Monday, July 24, 2023, with contract award by August 17, 2023.

B. Term of Engagement: A three-year contract will be awarded, subject to annual renewal and recommendation of the Comptroller. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the firm, based on information in the original proposal, for the purpose of auditing fiscal years ending September 30, 2026 and 2027.

C. Subcontracting: Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of proposed subcontracting firms and clear explanation of expected use of subcontractors in the project. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City.

II. ACCOUNTING SYSTEM AND FUNDS



A. Detailed information on the City and its fund structure can be found in the most recent Annual Comprehensive Financial Report (ACFR) available on the City's website (www.cityofmobile.org).

B. The City currently (fiscal year 2023) has a general fund expenditure & transfer budget of approximately \$298 million and a Capital Improvement Fund expenditures budget of approximately \$38.7 million. The accounting system is organized and operated on a fund basis. The accounting records for the General, Special Revenue, Capital Projects, and Debt Service funds are maintained using the modified accrual method of accounting. The accounting records for the Proprietary funds are maintained using the accrual method.

C. The City has currently identified three component units and has included such component units as part of the reporting entity in its ACFR.

D. The City also maintains account groups to establish accounting control and accountability for the City's general capital assets and infrastructure and the unmatured principal of its general long-term debt.

E. The budgeted revenue and appropriations are determined by using the basis of accounting that is appropriate for the fund involved. The budgeted amounts are those approved by the City Council, the General Fund budget being officially and legally adopted after a public hearing. Encumbrance accounting is employed as an extension of formal budgetary integration and is incorporated into the financial statements.

F. The City processed approximately 72,000 payroll direct deposit disbursements and approximately 55,000 accounts payable invoices (check, EFT, ACH, and credit cards) during the 2022 fiscal year.

G. All financial systems of the City are computerized utilizing Tyler Munis financial software. Reconciliation of balance sheet accounts, subsystems, and interfund transactions are performed monthly.

H. A federally required Single Audit will be needed and should be included in your proposal. The Single Audit is governed by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). For fiscal year 2021, there were five major programs and total federal expenditures were \$58,532,007.

III. NATURE OF SERVICES REQUIRED

A. Financial Statement Audit

1. The City expects the selected firm to issue an unmodified opinion on the basic financial statements as of and for the year ended September 30th. If during the performance of the audit, the auditing firm concludes an unmodified opinion cannot be issued, the auditing firm must



promptly notify the Mayor and the Executive Director of Finance in writing, stating all such matters which preclude the issuance of an unmodified opinion.

2. Year-end closing of Accounts Payable will normally be completed by the last business day of October of the following fiscal year. Within fifteen business days of closing accounts payable, a trial balance will be submitted to the audit firm and City staff will begin preparing the Annual Comprehensive Financial Report (ACFR) based on the trial balance submitted to the audit firm.

3. By no later than the 21st of February of the following fiscal year, the City plans to have its financial staff prepare and submit to the audit firm an initial draft ACFR, copies of adjusting journal entries, and the adjusted trial balance to be audited.

4. Optional tasking: The City in its discretion may task the audit firm to prepare the ACFR instead of having City financial staff prepare the ACFR. The City would make any such decision and tasking in consultation with the audit firm when the City submits the end-of-year trial balance to the audit firm. The City's decision to task the audit firm with preparation of the ACFR will depend upon City staffing and capacity, audit firm expertise and capacity, and audit firm pricing.

5. Additional optional tasking: The City may task the audit firm with additional work, outside of the audits and reports described specifically in this RFP, relevant to the firm's expertise and availability and City's needs. This work may include assistance in the preparation of a federal tax return should the City seek elective payment for clean energy investment and production tax credits in accordance with the Inflation Reduction Act and IRS proposed regulations at 88 CFR 40528.

B. Auditing Standards to be Followed. The audit shall be made in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. The audit shall also be made in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and, will accordingly, include such tests of the accounting records and such other auditing standards as you consider necessary in the circumstances.

C. Reports

1. The auditor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association *Certificate of Achievement for Excellence in Financial Reporting* program.

2. The City also expects the selected firm to advise the City and act upon any newly issued accounting standards promulgated by the GASB and disclosure requirements that apply to the financial statements.



3. The selected audit firm will be expected to complete fieldwork and deliver any final proposed adjustments to the City by March 14th of the following fiscal year. The final audit report is expected to be completed and submitted to the City no later than March 21st.
4. The selected audit firm will evaluate the adequacy of the system of internal control and, where weaknesses are noted, make appropriate recommendations. A letter of recommendation will be submitted to the Mayor after completion of the audit and provide, as necessary, advice and counsel on matters having a significant effect on the financial operations of the City.

D. Single Audit

1. Due to the amount of federal and state grants, a Single Audit is required, and the Single Audit report is to be prepared separately from the ACFR and should include the applicable reports on compliance and internal control as required by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).
2. The Schedule of Expenditures of Federal Awards (SEFA) will be prepared by the City and submitted to the firm for audit no later than February 21st of the following fiscal year.
3. An electronic copy of the final report must be submitted to the City by March 21st of the following fiscal year. Twenty printed copies of the report must then be submitted to the City by April 15th.

E. Assistance

1. The Finance Department will provide the physical facilities needed for the audit engagement in Government Plaza. All financial records needed for the audit are housed and will be available at this location, except for the records related to the Civic Center, Convention Center, and Saenger Theater which are managed by ASM Global management personnel.
2. Several departments will be available to assist during the audit when needed: Accounting, Municipal Information Technology, Payroll, Finance, Legal, City Clerk, and Revenue. The Accounting Department will provide various reports such as reconciliations, work papers, payrolls, audit trails, monthly and annual financial data, capital project report, and fixed asset listings and transaction reports.

F. Other Considerations

1. The selected firm must have a current City of Mobile business license.
2. The selected firm must be an Equal Opportunity Employer.
3. The firm will be required to enter into a contract with the City that will require indemnification of the City, minimum insurance amounts in favor of the City, as well as additional terms required by State and local law.



4. Preliminary field work may begin after the award of the contract but due to budgetary constraints, no invoices should be submitted before October 1, 2023.
5. All audit adjustments must be approved by the Comptroller.
6. Working papers must be retained for at least three years. Further, the working papers must be made available for examination by authorized representatives of the cognizant Federal audit agency of the City of Mobile.
7. The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review the working papers relating to matters of continuing accounting significance.

G. Invoicing and Payment.

1. City will pay the audit firm only the total amount for each of the tasks: General Audit, Single Audit, and, if tasked, ACFR Preparation.
2. The City will make regular progress payments at agreed upon intervals towards the cap amount based on hours of work completed and out-of-pocket expenses incurred towards completion of the task, and audit firm submission of invoices. Invoices will reflect unit pricing will be in accordance with the firm's cost proposal and must additionally reflect measurable accomplishment towards the completion of the relevant task.
3. The City may request additional tasking outside of the scope of the predefined tasks. In such case, the audit firm will invoice and City will pay at intervals agreed upon at the time of the tasking. All invoices will reflect unit pricing and work accomplished towards completion of the task.

IV. PROPOSAL REQUIREMENTS

A. Submission of Proposals: **Proposals must be received by 4:00 p.m. local on Friday, July 14, 2023, for a proposing firm to be considered.** Late submissions will not be considered. Questions regarding this RFP must be in writing via email to Purchasing@CityofMobile.org and must be received by 4:00 p.m. local on Friday, June 30, 2023. The City may at its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible to monitor this site for any potential addenda the City may post.

B. Format: Provide one signed original, three duplicate paper copies, and one electronic copy on flash drive or CD.

C. Content: The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firm seeking to undertake the independent audit of the City. The proposal should demonstrate the qualifications of the firm and particular staff assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements. As



such, the substance of the proposal will carry more weight than the form or manner of presentation, though order and required elements of presentation are specified below to facilitate City review and scoring. Proposals must include the following information in the order listed below:

1. Title Page to include:

- a. Firm Name
- b. Contact person name and contact information
- c. Date of proposal

2. Table of Contents

3. Transmittal Letter to include:

- a. A brief introduction to the firm.
- b. A brief understanding of the work to be completed.
- c. A statement that the proposal is a firm and irrevocable offer for a minimum of 60 days.

4. Firm Assertions, Qualifications, and Experience to include:

- a. General assertions.
 - (1) List any potential conflicts of interest or independence problems that would exist when providing services to the City.
 - (2) Include an affirmative statement that the firm is an Equal Opportunity Employer
 - (3) Include an affirmative statement that the firm and all key professional staff are properly licensed or registered to practice in the State of Alabama.
 - (4) Include an affirmative statement that the firm has a current City of Mobile business license.
 - (5) Include an affirmative statement that the firm is willing to enter into a contract with the City, with required insurance and indemnification provisions.
- b. Firm Qualifications and Experience



- (1) The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the location(s), number, and involvement level of staff not located in the primary office from which work would be performed, the number of professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
 - (2) Describe the range of activities performed by your firm such as auditing, accounting, tax service, or management services.
 - (3) Submit a copy of the report of the firm's most recent external quality control review, with a statement on whether that quality control review included review of specific government engagements.
 - (4) Disclose the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
 - (5) Describe the procedures that would be followed in the technical review of audit reports prior to their issuance by qualified personnel independent of the audit engagement personnel and inclusion of these procedures in the audit approach.
 - (6) Experience with Similar Government Entities. Identify the firm's current county and municipal auditing engagements and indicate which clients have been served within the last five years. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partner, total hours, if GFOA Certificate of Achievement for Excellence in Financial Reporting was awarded, and the name and telephone number of the principal client contact.
 - (7) Experience with the Title 2 U.S. Code of Federal Regulations Part 200 federally required Single Audit of federal awards. Describe the experience and knowledge which your firm has in performing federally required Single Audits.
 - (8) Preparation of ACFRs and Municipal Tax Returns. Describe any experience the firm has in the preparation of ACFRs, especially noting any municipal experience. Briefly describe how the firm might approach the preparation of a municipal federal tax return and pre-filing registration.
- c. Partner, Supervisory, and Staff Qualifications and Experience
- (1) Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Alabama. Provide



information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of these audits.

(2) Provide as much information as possible regarding the number, qualification, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. (Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.)

(3) Describe the roles of other staff who would be assigned including a brief description of their professional and governmental auditing experience. Any audit team changes must be made with personnel having comparable or better credentials to those listed in your proposal. (Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.)

5. Specific Audit Approach: Describe the firm's work plan, including an explanation of the audit methodology to be followed, to perform the services outlined in the "Nature of Services Required" section of this document. In developing that work plan, reference should be made to such sources of information as the City's budget, ACFR, organizational charts, and other relevant information which can be found on the City's website. Include in the work plan the following information on the firm's audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
- c. Type and extent of analytical procedures to be used in the engagement
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- f. How the firm proposes to use City personnel to assist during the audit and indicate the approximate time requirement.



g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

h. Whether and how the firm would prepare an ACFR if so tasked.

i. Additional information that will assist the City in evaluating the firm's specific audit approach.

6. Identification of Anticipated or Potential Audit Problems: Identify and describe any anticipated audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

7. Cost Proposal. Complete and submit Table 1 and 2 of Exhibit A (or a facsimile with the same information) with the firm's proposal. The City will use the fees included in these tables to evaluate comparative pricing, and to include in contract documents to support progress invoicing and payments and to budget potential additional tasking outside of the defined scope of work.

a. Table 1, Summary Schedule. Quote the fee for audit services for each of the proposed five fiscal years individually, broken down by tasking for the Financial Audit, the Single Audit, and the optional ACFR preparation. The total for each year should be an all-inclusive maximum price including all direct, indirect, and out-of-pocket costs for all of that fiscal year's three potential defined taskings.

b. Table 2, Rates by Partner, Manager, and Staff Level and the hours anticipated for each. Include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A) that supports the total all-inclusive maximum price for the first year of engagement. These amounts will be used to document invoicing for both pre-defined and any additional optional tasks.

c. Table 2, Out-of-pocket expenses included in the maximum price. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. Additional expense reimbursements may be made at comparable rates for any additional optional tasks.

d. Rates for additional professional services. It may become necessary for the City to request the auditor to render additional services to either supplement the services requested in this RFP or to perform additional work because of the specific recommendations included in any report listed on this engagement. Any such additional work agreed to shall be performed at the rates set forth in the schedule of fees and expenses included in the cost proposal of this RFP, upon receipt of a detailed price quote for any such work tasked and specific City approval of the quote.

8. Additional Information. Provide any other information which you believe will assist the City in making its selection.



V. EVALUATION AND SELECTION.

A. Proposals submitted will be evaluated by a points formula. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal was selected.

B. Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored for both technical qualifications and price.

C. Mandatory Elements. Firms must meet the following minimum requirements, and assert in the proposal that they will comply with the below requirements, for further scoring.

1. The firm must be independent.
2. The firm must be licensed to practice in Alabama.
3. The firm must adhere to the instruction in this request for proposal on preparing and submitting the proposal and provide the information required.
4. The firm must be an Equal Opportunity Employer and shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance 14-030.
5. The firm 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.
6. The firm must 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.
7. The firm must have and maintain a City of Mobile business license. The firm will also be required to register as a vendor with the City of Mobile before beginning contract performance.
8. The firm will indemnify and hold the City, its elected officials, 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 its negligent or intentional misconduct in the performance of this proposal and/or the activities of the firm, its principals, directors, agents, servants and employees in the performance of this proposal, 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 the firm's negligent or intentional misconduct in the performance of this proposal or any activities conducted pursuant thereto, the firm agrees to pay all of the 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.



9. The firm will be required to carry insurance in the following minimum amounts, naming the City of Mobile as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that firm is notified of the contract 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.

(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined: \$500,000 per occurrence

b. Comprehensive – Auto 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.

(3) Or, (in lieu of (1) and (2) above), bodily injury and property damage combined: \$500,000 per occurrence

c. Statutory Workers Compensation.

d. Professional liability: \$1,000,000.

10. The firm must have completed and submit with their proposal a recent external quality control review, and must have a record of quality audit work of local governments.

D. Scoring Categories and Weighting.

1. Technical Quality, Experience, and Professional Services Resources (**Maximum Points – 75**)

a. Expertise and Experience (**25 points**): client references, experience from performing relevant engagements with similar sized entities, service quality from past engagements with the City of Mobile would all be considered.

b. Relevant ability to responsively address service needs and problems that could conceivably develop during the audit process including approach and ability to prepare the ACFR within needed timeframes (**25 points**)

c. Qualifications and continuity of personnel assigned to engagement (**10 points**)

d. Audit approach (**15 points**): ability to perform the engagement in a manner that meets the needs of the City including demonstrated ability to meet needed deadlines.

2. Price (**Maximum Points – 18**) **COST WILL NOT BE THE PRIMARY FACTOR IN SELECTING AN AUDIT FIRM.**



3. Local Vendor Preference (**7 points**). Demonstrating understanding of City of Mobile issues as well as maximum availability and responsiveness to the needs of the City is a key factor in our consideration. Firms whose primary office from which the work on this engagement is to be performed is located in the City of Mobile limits will have seven points added to their proposal score. Firms whose primary office from which the work on this engagement is to be performed is located in Mobile County or Baldwin County will have four points added to their proposal score.

E. Final Selection.

1. The City will score the proposals based upon staff evaluations and client recommendations. Final award will be made upon City Council approval and Mayor signature of a contract with the selected firm.
2. No work may begin, nor costs incurred until the contract has been approved by the City Council and executed by all parties.



APPENDIX A

Table 1

Summary Schedule of Professional Fees and Expenses

Audit	2022-23	2023-24	2024-25	2025-26	2026-27
Financial Audit	\$	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$	\$
ACFR Preparation	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

NOTE: The rate quoted should be the all-inclusive maximum price in dollars and should include all direct, indirect, and out-of-pocket costs.

Additional Comments:



APPENDIX A

Table 2

Detail Schedule of Professional Fees and Expenses For Fiscal Year 2022-23 Only

Financial Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

Single Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

A PROPOSAL TO PROVIDE
ASSURANCE SERVICES TO THE

City of Mobile





3800 Airport Blvd. Suite 101
Mobile, Alabama
36608

Mark R. Chapman, CPA

Co-Engagement Partner

Phone: 251-343-1200

Direct Dial: 251-338-1437

Cell: 251-583-3328

Email: mark@smithdukes.com

Fax: 251-344-0765

April Boudreaux, CPA

Co-Engagement Partner

Phone: 251-343-1200

Direct Dial: 251-338-1434

Cell: 251-422-2226

Email: april@smithdukes.com

Fax: 251-344-0765

July 13, 2023



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July 13, 2023

City of Mobile Accounting Department
Attention Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644

Dear Donna and Celia:

Thank you for the opportunity to present our qualifications for services to the City of Mobile for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. This letter describes the professional services that Smith, Dukes & Buckalew, LLP can offer to meet your needs.

Municipalities and local governments are an area of specialization for our firm, and we are well qualified to serve you. We are confident our credentials will match or exceed those of any other firm. Our commitment to understanding and appropriately servicing our clients' needs with a team of highly trained competent professionals is foremost with our firm.

We will serve the City of Mobile by providing quality service at a reasonable fee. We affirm that the attached proposal is firm and irrevocable for 60 days from the date of this letter.

Thank you again for the opportunity to submit our proposal. We believe that as you review this proposal you will find Smith, Dukes & Buckalew, LLP well qualified to provide you with the services you require. We look forward to working with you. If you have any questions concerning our fees or the scope of our work, please let us know.

Very truly yours,

Mark R. Chapman, CPA

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608



General Requirements

Smith, Dukes and Buckalew, LLP (Smith Dukes) possesses the qualifications, competence and capacity to provide the highest quality audit and consulting services to the City of Mobile.

The qualifications of the proposed engagement team are detailed on pages 9-13.

The audit approach is outlined on pages 14-17.

Independence

Not only do we have to ensure that Smith Dukes remains independent of our audit clients; we also have to ensure that we are perceived to be independent by any readers of your financial statements. We therefore have a number of safeguards in place to ensure this is the case.

As your assurance partners, it will be Mark Chapman and April Boudreaux's responsibility to authorize any non-audit services that we may be asked to provide to you. All of our colleagues are aware that they must obtain Mark or April's prior approval before undertaking such work on your behalf. Prior to accepting any non-audit engagement, we would discuss our potential appointment with you, explaining any threats to our independence and the safeguards we propose to minimize such threats to an acceptable level.

This ensures that both parties are totally confident that, by accepting such an appointment, our objectivity is not impaired. If any of our staff believe that they might be conflicted, there is a duty on them to make the circumstances known to the partners. Any staff with financial, business, or personal relationships with you will not be allowed to be part of the audit team.

The firm fully complies with the auditing profession's ethical standards on independence.

There are no conflicts of interest or independence problems that would exist when providing audit services to the City of Mobile.

Equal Opportunity Employer

Smith, Dukes and Buckalew, LLP is an equal opportunity employer.

License to Practice in the State Of Alabama

Smith, Dukes and Buckalew, LLP and all key professional staff members are properly licensed to practice in Alabama.

City of Mobile Business License

Smith, Dukes and Buckalew, LLP and all of the CPA's employed by the firm have a current City of Mobile business license.



Firm Qualifications and Experience

At **Smith Dukes**, we've been delivering **dynamic** solutions to drive the growth and prosperity of our clients and team members in the Mobile community for over 90 years. Our **proven** assurance, tax, and consulting specialists will guide you in making the best decisions needed to thrive in the ever-changing economic climate. In the end, what makes us **different** is the genuine interest we take in our clients' lives and businesses and the lasting relationships we forge.

Tested by time and focused on your future, Smith Dukes' solutions are **proven, dynamic and different**.

When you work with Smith Dukes, you'll notice we think differently. With a long-standing history of serving business, family and individual clients, we have the privilege of collaborating with our clients to develop dynamic solutions that help our clients grow and prosper.

We're different because we are:

- Specialists in government, non-profit, corporate and family business, healthcare and individual accounting, tax and consulting
- A unified team of committed, experienced professionals guided by our core values of professional integrity, excellence, quality, teamwork, client service, and personal responsibility
- Deeply involved in our community, having contributed to the City of Mobile's growth for more than 80 years
- A member of the BDO Alliance USA, providing our clients access to the extensive national and international resources of the nation's 7th largest CPA firm and its international network of CPA firms.

OUR AFFILIATIONS

Serving dynamic clients in an ever-changing market requires that we stay ahead of the latest trends and on top of the always-evolving technical standards and business best practices. Our affiliations with professional associations and community organizations allow us to stay in touch with the market and access a broad network of resources and tools to help our clients grow. Some of our affiliations include:

- American Institute of Certified Public Accountants (AICPA)
- Alabama Society of CPAs (ASCPA)
- BDO Alliance USA
- Mobile Chapter of the Alabama Society of Certified Public Accountants (MCASCPA)
- Mobile Area Chamber of Commerce (MACC)
- Eastern Shore Chamber of Commerce
- National Association of Estate Planners & Councils (NAEPC)
- Mississippi Society of Certified Public Accountants (MSCPA)



MORE ABOUT BDO

Smith Dukes is an independent member of the BDO Alliance USA, which is a nationwide association of independently owned local and regional accounting, consulting and service firms with aligned client service values. The BDO Seidman Alliance allows us access to a broad range of technical experts and professional services to supplement our core accounting, tax, and consulting services. Aligning with BDO USA enables us to conduct business on a global scale.

BDO USA is a leading national professional services firm providing assurance, tax, financial advisory, and consulting services to private and publicly traded businesses. For more than 100 years, BDO has provided quality service and leadership through the hands-on involvement of experienced and dedicated professionals.

OUR VALUES

At Smith Dukes, we believe that our organizational values and culture inspire the quality of our service, the depth of our relationships, and degree of our overall success.

Our leaders guide our firm with a commitment to come together every day, striving for **excellence**, focused on **quality** and **teamwork**, and committed to make the most significant difference possible and deliver genuine **client satisfaction** for our clients.

We approach our work with the highest level of **professional integrity** and take **responsibility** for delivering dynamic, proven solutions that exceed our clients' needs and improve their lives and businesses.

OUR HISTORY

At Smith Dukes, we trace our roots to the firm of Rosson & Smith in the early 1900's. When Alabama passed its first Certified Public Accountancy (CPA) law in 1919, Mr. George T. Rosson was awarded Certificate No. 1 and Mr. Walter K. Smith was awarded Certificate No. 3. Smith, Dukes & Buckalew, or Smith Dukes, was formed out of Rosson & Smith on October 31, 1933 by Alabama CPA professional pioneer Walter K. Smith and his partners Fred L. Smith, Gilbert F. Dukes, and Vardaman M. Buckalew.

Today, we've grown to be one of the oldest and largest independently owned CPA firms in Mobile. **While we enjoy the benefits of our rich 90-year history in the community, we spend our time looking to the future rather than relying on the accomplishments of our past.** Keeping current with both local and global trends affecting our clients and our people, we develop innovative, forward-thinking solutions to ensure the growth and prosperity of our clients, team members, and community.



WHO WE SERVE

At Smith Dukes, we serve a diverse community of clients who share our values and are committed to grow and prosper. Our clients include:

- Governmental entities
- Non-profit organizations
- Corporate and family businesses
- Healthcare Providers
- Families and Individuals
- CPA Firms

OUR STATS

- 2 Offices
- 8 Partners
- 52 Employees
- 23 CPA's
- 17 Governmental Audit Staff

OFFICE LOCATIONS

Smith Dukes has offices in Mobile and Daphne, Alabama. The City of Mobile audit engagement will be performed by professionals from our Mobile office.



Mobile

3800 Airport Blvd. Suite 101
Mobile, AL 36608
Phone 251-343-1200
Fax 251-344-0966



ENGAGEMENT STAFFING

Smith Dukes anticipates assigning four government audit staff professionals to the City of Mobile engagement on a full-time basis. We do not anticipate employing any part-time or temporary employees to perform the City of Mobile audit.

RANGE OF ACTIVITIES

Our practice is made up of the following types of engagements:

- Assurance (Audits, Review, and Compilations)
- Client accounting and bookkeeping
- Tax compliance and consulting
- Management advisory services
- IT support and consulting

Our audit engagements have varied from rendering opinions on financial statements for local government entities and not-for profit organizations to highly specialized industries to small closely-held corporations.

PEER REVIEW

Our last peer review for compliance year ending March 31, 2020, which included selected governmental audit engagements, resulted in a pass rating (highest possible rating) stating that we had an appropriately designed system of quality control and that we have complied with that system (See Appendix A).

NO DISCIPLINARY ACTIONS

There have been no disciplinary actions taken or pending against Smith Dukes during the last three years by state regulatory bodies or professional organizations.

TECHNICAL REVIEW PROCEDURES

Once the audit has been completed but before delivery to the City, the City's ACFR, each of our reports to those charged with governance will be reviewed, along with our workpapers, by one of the firm's independent partners with governmental/municipal audit industry specialization, who has not participated in any of the work performed on the engagement and, therefore, will not be biased or aware of judgments or decisions that will have been made during the audit.

The technical reviewer's function will be to read the report as an independent party, but with the availability of workpapers, in order to determine the completeness with which the engagement was performed. Their review of the workpapers will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards, and firm policy.



Mark R. Chapman and Kerry L. Weatherford have over seventy years of combined relevant experience and have been partner in charge on municipal engagements that received the GFOA Certification for Excellence in Financial Reporting. One of these partners will be responsible for the technical review.

Governmental Audit Experience

Smith Dukes has a large and diverse government and non-profit audit practice. See Appendix C for a listing of selected clients.

Single Audit Experience

Smith Dukes has performed numerous engagements in accordance with the provisions of the Uniform Guidance as described in Appendix C.

Partner, Supervisory, and Staff Qualifications and Experience

We invest significant resources in recruiting and training high quality professional staff. With seventeen governmentally qualified professionals, we are well-positioned to ensure that your engagement will be staffed with individuals possessing significant governmental audit experience and training. We will make every effort to provide staff continuity throughout the term of the engagement.

PROPOSED ENGAGEMENT TEAM

At Smith Dukes, we've cultivated a team of hard-working, caring, and creative professionals. With deep technical expertise in audit, accounting and tax, and broad business backgrounds, our people deliver dynamic, proven solutions to our clients. Our proposed team to conduct the audit includes:



April Boudreaux, CPA
Co-Engagement Partner
april@smithdukes.com
Direct: 251-338-1434



Since joining the firm in 1989, April has extensive experience in accounting and auditing for governmental and not-for-profit entities, small businesses, engineering and architectural firms, medical practices, restaurants, franchisees and franchisors, employee benefit plans, and corporate, partnership, and individual taxation.

April is a graduate of Spring Hill College and is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accounts (ASCPA), where she has served on the executive committee for the Mobile Chapter and has served as chair of the Peer Review Committee. She currently serves as a member of the AICPA Peer Review Board as a member of its Oversight Task Force.

Her community involvement includes the Junior League of Mobile, for which she has served on the board of directors as financial vice president, treasurer, and planning and research vice president. She has also served as president and treasurer for the board of directors of the Ronald McDonald House of Mobile and was chairman of the 2011 Providence Hospital Foundation Festival of Flowers. She is active in other community organizations including Bay Area Tennis Association (past president) and St. Paul's Episcopal School's parent council where she has served as Saints Night Out Auction Chair and Graduation Sensation Chair. She is a graduate of the Leadership Mobile Class of 2002.

April is licensed as a CPA in the state of Alabama holding certificate number 4911, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Mark Chapman, CPA
Co-Engagement Partner
mark@smithdukes.com
Direct: 251-338-1437



Since joining the firm in 1992, Mark has served various entities and organizations in accounting, auditing and tax related matters. He currently serves as partner-in-charge for many of the firm's local government clients. Mark also has experience with employee benefit plans, real estate, construction, and health care.

Mark is a graduate of the University of Alabama, a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA). He has served on the executive committee and the Young CPA committee of the Mobile Chapter of the Alabama Society of Certified Public Accountants and the Professional Advisory Board at the University of Alabama's Culverhouse School of Accountancy.

Mark is a past president of the Mobile Touchdown Club and serves as treasurer of two local non-profit organizations. He is also an active member of the Senior Bowl Committee. Mark and his family are parishioners of St. Ignatius Catholic Church.

Mark is licensed as a CPA in the state of Alabama holding certificate number 6133, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Kerry L. Weatherford, CPA
Technical Review Partner
kerry@smithdukes.com
Office: 251-343-1200



Since joining the firm in 1976, Kerry has served various business and individuals in accounting and tax matters. He specializes in governmental and non-profit organizations and has done extensive work in the areas of banking and manufacturing. Kerry's present responsibilities include planning and reviewing the firm's accounting and auditing engagements to ensure quality and service. He also provides peer review services for other accounting firms.

Kerry was admitted to the partnership in 1985. He is a graduate of the University of Florida, a Certified Public Accountant (CPA) in Alabama and Florida and member of the American Institute of Certified Public Accountants (AICPA). He has served as chairman of the Mobile Chapter of the Alabama Society of Certified Public Accountants (ASCPA) and currently serves on the peer review committee for the Society. He has served as a member of the AICPA's SECPS Peer Review Committee and Peer Review Board.

Kerry is licensed as a CPA in the state of Alabama holding certificate number 1546 and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Kerry is a member of Dayspring Baptist Church and other civic and professional organizations.



Evan C. Cox, CPA
Assurance Manager
evan@smithdukes.com
Direct: 251-338-1458



Evan started his career at the firm in 2016. After graduating Summa Cum Laude from Auburn University with his Bachelor's in accounting in 2015, he received his Master of Accountancy in 2016. Evan is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

He serves as a member of the Mobile Tree Commission and is the treasurer of Groundwork Mobile County, a local non-profit. He is also a member of the Advisory Council of the Mobile Chapter of the ASCPA. Evan and his family are parishioners of St. Pius X Catholic Church. In his free time, Evan enjoys traveling and spending time with his wife and their children.

Evan is licensed as a CPA in the state of Alabama holding certificate number 12913, and has extensive experience as manager in charge of many of the firm's audit and attest engagements.

Relevant continuing professional education is summarized in Appendix B.



Taylor H. Loaiza
Assurance Senior
taylor@smithdukes.com
Direct: 251-281-1707



Taylor joined Smith Dukes in 2019 as a Staff Accountant. Originally from Troy, Alabama, she received her Bachelors of Science in Accounting in 2019 from the University of South Alabama. She is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

Taylor passed the CPA exam in 2023, and has served as the Senior Assurance accountant on numerous audit engagements, including governmental, not-for-profit, and Single Audits as detailed in Appendix C.

In her spare time, she likes to paddleboard, crochet, and spend time with friends and family.

Relevant continuing professional education is summarized in Appendix B.



Effective Audit Approach

HIGH QUALITY, RISK FOCUSED AUDIT

Smith Dukes employs a sophisticated audit methodology that will enable our engagement team to conduct a high quality, risk-based audit with maximum efficiency and minimal disruption to your operations and people. While all financial statement audits are required to comply with applicable auditing standards, audit firms use different methodologies to meet those standards, and the methodology used can have a significant effect on the quality and efficiency of the service provided.

COORDINATED APPROACH

- We will place significant emphasis on close coordination with management and those responsible for oversight of the audit to gain a meaningful understanding of management's own risk assessments and procedures in place to address those risks in order to make our own work as efficient and effective as possible.
- We will gather sufficient information on the market and key business/audit risks to enable us to design appropriate audit procedures, and conduct the audit in the most efficient manner and within the agreed time frame and budget. Information gathering will also include a client participation schedule with an agreed-upon timetable for provision of information and year end planning meetings.
- We will promote clear and timely communication of issues to avoid last minute surprises and to facilitate smooth and timely reporting.
- We also seek to provide feedback to management in ways that internal controls can be improved as early as possible, to help management in performing its responsibilities to maintain effective controls, and leverage any changes made by management early in our audit process.



Efficient Service Methodology

ROBUST AND INDEPENDENT

Designing an efficient and effective integrated audit is dependent on an early and accurate risk assessment. Our approach focuses on significant hands-on involvement of our most experienced professionals to promote a comprehensive understanding of the relevant financial statement and control risks. Further, our methodology incorporates a unique risk-based framework to help our engagement team focus more audit effort in higher risk areas and less audit effort in the lower risk areas. In addition, Smith Dukes ensures full compliance with auditing standards and represents a robust, independent assessment of the financial statements.



WHY OUR APPROACH IS DISTINCTIVE

- **Technologically advanced.** Smith Dukes commits substantial resources each year to update and improve our audit methodology to equip your engagement team with the latest technology possible. For example, our audit methodology employs sophisticated software and our audit work papers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real time while maintaining our high standards of security and confidentiality of your data.
- **Effective communication.** Effective listening and regular, proactive two-way communication throughout our audit process is an essential cornerstone of our audit quality and superior client service. This focus on communication allows your audit team to gather information necessary to perform the audit and keep you up to date on the status of our services so you can provide timely input and evaluate whether our services meet your high expectations.



- **Scalable.** Every organization we audit is unique, and obtaining a strong understanding of your organization is essential to tailoring our services to the City's unique risks and organization's needs, and avoiding a "one size fits all" approach. Our audit methodology has been specifically designed to be flexible and scalable so that your engagement team can incorporate its understanding of your organization into the audit approach to appropriately size our efforts to your operations. In developing our work plan, we will refer to the City's ACFR, organizational charts, and other relevant information.
- **Early and Continuous Partner Involvement.** Our professional staff-to-partner ratio is lower than our larger competitors, enabling more time for partners to be actively involved in the audit. Your audit partner has considerable business and audit experience, and we believe the engagement partner should be actively involved throughout the audit process in a hands-on manner. Our audit methodology has been specifically designed to facilitate this level of partner involvement.

The following items address the requirements as outlined in the Request for Proposal related to our specific audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - See Appendix E for this information
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
 - We do not anticipate using statistical sampling. We will however use non-statistical sampling during testing of controls, substantive testing and Single Audit testing.
- c. Type and extent of analytical procedures to be used in the engagement.
 - We will use analytics during the planning stage of the audit as well as during substantive testing. The specific types of analytics to be used will be determined after we conduct our risk assessments.
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
 - We will use a comprehensive approach during the planning phase to gain an understanding and document the relevant internal controls of the City. This will include interviews with management and others, walk-thru's to determine that controls have been put in place and are functioning properly, and other procedures which will be determined by our final risk assessments.



- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - We are required by professional standards to audit those laws and regulations that are material to the financial statements and subject to testing. The primary area for testing laws and regulations will be the Single Audit.
- f. How the firm proposes to use City personnel to assist you during the audit and indicate the approximate time requirement.
 - We would ask the City to provide the assistance as outlined in the Request for Proposal and adhere to established timelines as close as possible. We will also provide the Comptroller with a PBC listing well in advance of items we will need for the audit. We would like all of the information to be in electronic form if possible. We will limit our requests to those items that are absolutely necessary and will respect the time of all City employees.
- g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.
 - We have assisted 3 municipalities in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities are Mobile Area Water and Sewer System, City of Daphne, and City of Mobile.
- h. Whether and how the firm would prepare an ACFR if so tasked.
 - The firm would prefer that the City continue to prepare the ACFR.
- i. Additional information that will assist the City in evaluating the firm's specific audit approach.
 - We have also assisted in the implementation of GASB Statement No 63: *Financial Reporting of Deferred Outflows of Resources Inflows of Resources and Net Position*

Value For Fees

We are committed to quality, value-added service. We understand the importance of efficiencies and cost control and have specifically designed our audit methodology to provide your engagement team with the tools they need to perform high quality audit services in as cost effective manner as possible. (See Appendices D and E)

APPENDIX A

February 23, 2021

Timothy Smith
Smith Dukes & Buckalew LLP
3800 Airport Blvd Ste 101
Mobile, AL 36608-1600

Dear Timothy Smith:

It is my pleasure to notify you that on February 23, 2021, the Partners in Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



April Boudreaux
Peer Review Committee Chair
Peer.review@ascpa.org
334-834-7650

cc: Phillip Layne, April Boudreaux

Firm Number: 900010066270

Review Number: 576884



**Kelley Galloway
Smith Goolsby, PSC**

Certified Public Accountants and Advisors

1200 Corporate Court • P. O. Box 990 • Ashland, Kentucky 41105

• Phone (606) 329-1811 (606) 329-1171 • Fax (606) 329-8756 (606) 325-0590

• Web www.kgsgcpa.com Member of **AllIntel** GLOBAL

Report on the Firm's System of Quality Control

To the Members of Smith, Dukes & Buckalew, LLP
and the Alabama Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith, Dukes & Buckalew, LLP received a peer review rating of *pass*.

Kelley Galloway Smith Goolsby, PSC

Ashland, Kentucky
December 31, 2020

APPENDIX B

Governmental Continuing Education Hours

CPE Year Ended 9-30-22	Mark Chapman	April Boudreaux	Kerry Weatherford	Evan Cox	Taylor Loaiza
Ethics for CPA's	X				
Surgent's Latest Developments in Government and NP Accounting	X				
The Head Start Program: COVID-19 Implications and Other Program Updates		X		X	
Engagements Under Government Auditing Standards	X	X			
Common Audit Deficiencies: Governmental Audits	X	X			
2022 YellowBook Update		X		X	
YellowBook 2018 Revision		X			
YellowBook Independence & Quality Control		X			
Major Audit Risks + PRF Awards Update			X	X	
Governmental Auditing Update: YellowBook & Uniform Guidance: What You Need to Know				X	X
Annual GASB Update				X	
Housing & Urban Development: An Auditing Introduction					X
Single Audit Quality: Focus on Designing and Performing Tests of Control & Compliance					X
Uniform Guidance Update					X
Peer Review Update Course			X		
Peer Review Conference 2022			X		
Technical Reviewer Training for Single Audits			X		
CPE Year Ended 9-30-21					
OMB Supplement Addendum and the Latest COVID-19 Single Audit Implications	X	X			X
Governmental Accounting and Auditing Update	X			X	X
GAQC Annual Update 2021	X	X	X	X	
2021 Compliance Supplement and Single Audit Update	X	X	X	X	
Uniform Guidance Revisions: What you Need to Know	X	X	X	X	
Single Audit Lightning Round-Insights on 2021 Compliance Supplement	X	X	X		
Government Auditing Standards Fundamentals	X	X	X		
State & Local Accounting - Navigating Component Units	X	X			
Part 1 - What is a Single Audit?	X	X	X		X
Part 2 - Major Program Determination	X		X		
Part 3 - Compliance Requirements and Internal Control Over Compliance	X	X		X	
Part 4 - Overview of Sampling and Single Audit Reporting Requirements	X	X			
An Audit Primer for Auditors of For-Profit Entities Receiving HHS Provider Relief Funds		X		X	X
Peer Review Conference 2021			X		
CPE Year Ended 9-30-20					
GAQC Required Annual Webcast	X				X
NonAudit Services Under GAS	X				
YellowBook - What You Need to Know	X	X		X	X
Independence Update	X				
GAQC - SLG Update	X				
OMB Compliance Supplement & Single Audit Update	X			X	X
Applying the Uniform Guidance in Your Single Audits	X	X			X
A&A Update & Covid Issues	X				
HUD Multifamily Update - Session 2		X			
Considering & Documenting Nonaudit Services Under YellowBook		X	X	X	X
GAQC Annual Update Webcast 2020		X		X	
State & Local Government Audit Planning Considerations		X	X	X	X
Peer Review Update - Engagements Under GAS		X			
YellowBook - Focus on Independence		X			
YellowBook & Single Audit Update		X		X	
Peer Review Conference 2020			X		
3rd Quarter A&A, COVID-19, NFP Issues & Compliance Supplement			X		

APPENDIX C

Smith Dukes References

Name	Contact Info	Hours	Engagement Management	Uniform Guidance Audit	GFOA Certificate	Most Recent Audit
Mobile Area Water & Sewer	Van Sheppard, Comptroller 251.694.3158	400	Mark Chapman April Boudreaux Miya Barnes	Yes	Yes	12/31/2022
Town of Pine Hill	Roberta Jordan, Mayor 334.963.4900	220	April Boudreaux Taylor Loaiza	No	Did Not Apply	9/30/2022
Mobile County EMA	Ronnie Adair, Executive Director 251.343.0439	175	Mark Chapman Miya Barnes	Yes	Did Not Apply	9/30/2022
Volunteers of America	Scott Huval, Finance Director 251.300.3500	1500	Tim Smith Joy Mothershed	Yes	N/A	6/30/2022
Mobile Public Library	Robert W. Hyde, Comptroller 251.208.7109	250	April Boudreaux Brooke Wooden	No	Did Not Apply	9/30/2022
Goodwill Easter Seals	Cindy Larry, CFO 251.471.1581	250	April Boudreaux Brooke Wooden	Yes	N/A	9/30/2022
Mobile County Water, Sewer, and Fire Protection Authority	Cindy McClendon, CFO 251.653.7346	200	Mark Chapman Brooke Wooden	No	Did Not Apply	2/28/2023
Boys & Girls Clubs	Robert Kennedy, Jr., CEO 251.432.1235	250	April Boudreaux Taylor Loaiza	Yes	N/A	9/30/2022

Note: All clients listed above are current clients of the firm and have been audited by us within the past year.

APPENDIX D

Summary Schedule of Professional Fees and Expenses

Audit	2023	2024	2025	2026	2027
Financial Audit	\$175,500	\$184,500	\$193,500	\$203,500	\$214,500
Single Audit	19,500	20,500	22,500	23,500	23,500
TOTAL	\$195,000	\$205,000	\$216,000	\$227,000	\$238,000

APPENDIX E

**Detail Schedule of Professional Fees and Expenses
For Fiscal Year 2022-23 Only**

Financial Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	135	\$ 42,525.00
Managers	\$ 200.00	405	\$ 81,000.00
Supervisory Staff	\$ 140.00	405	\$ 56,700.00
Professional Staff	\$ 110.00	405	\$ 44,550.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		1350	\$ 224,775.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (49,275.00)
			\$ (49,275.00)
TOTAL		1350	\$ 175,500.00

Single Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	15	\$ 4,725.00
Managers	\$ 200.00	45	\$ 9,000.00
Supervisory Staff	\$ 140.00	45	\$ 6,300.00
Professional Staff	\$ 110.00	45	\$ 4,950.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		150	\$ 24,975.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (5,475.00)
			\$ (5,475.00)
TOTAL		150	\$ 19,500.00

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608

Exhibit B

Contractor Insurance



SMITDUK-01

AIVY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT Jessica Lahti, CISR		
	PHONE (A/C, No, Ext): (251) 643-7026	FAX (A/C, No): (251) 473-9010	
	E-MAIL ADDRESS: Jessica@thamesbatre.com		
INSURED Smith Dukes & Buckalew, LLP P. O Box 160427 Mobile, AL 36616	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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			EBA 0377224	2/3/2023	2/3/2024	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 \$			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	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		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)

CERTIFICATE HOLDER

CANCELLATION

The City of Mobile, Attn: City Attorney
City of Mobile Legal Department
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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 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 Emergency Equipment Professional, Inc, for one 2024 Pierce Enforcer ladder truck for MFRD.

Amount of Contract:

\$2,065,571.00 + trade in of 3 trucks.

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20241016 EEP Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 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 Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional, Inc, for one 2024
Pierce Enforcer ladder truck for MFRD.
Motor pool capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$2,065,571.00 + trade in 3 trucks

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: HGAC cooperative purchasing agreement, not on 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>771</u>	2025	(1510) FIRE ADMINISTRATION	2024 PIERCE ENFORCER LADDER TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT	\$2,065,571.00 PLUS TRADE-IN OF 2 BRUSH TRUCKS AND 1 TACTICAL RESCUE TRUCK	(<u>294963</u>) <u>EMERGENCY EQUIPMENT PROFESSIONAL, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000771-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRUCK FIRE, AERIAL LADDER	1.00	2065571.00000	2065571.00

Additional Description Notes

PIERCE PROPOSAL #1130-43212, 23A-109
 HGAC CONTRACT FS12-23;
 2024 PIERCE ENFORCER 100 FT ASCENDANT AERIAL TOWER
 ** QUINT 5-YEAR
 MAINTENANCE/SERVICE PLAN 5
 YEAR BUMPER TO BUMPER
 CHASSIS WARRANTY 100%
 PREPAY**

DISCOUNT TRADE-IN ALLOWANCE FOR TWO BRUSH TRUCKS AND ONE TACT RESCUE

Vendor Item
 Inventory Item/Loc 695

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.	2065571.00
--	------------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 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 0000771-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	2065571.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	2065571.00	.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2065571.00	22364935.92
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Queued	10/16/24	CHARLES SUMRALL	
Pending		ASHLEY PHILLIPS	
Pending		SHONNDA SMITH	
Pending		CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		LONELL HARRIS	
Pending		ANNE FOLEY	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00000771-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	MUNICIPAL GARAGE
6441 HWY 51 NORTH	770 GAYLE STREET
	MOBILE, AL 36604
	RICHARDSONV@CITYOFMOBILE.ORG
	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

-----	-----
Date	Vendor
Ordered	Number
	Required
	Via
	Terms
	Department
-----	-----
10/11/24	294963
	FIRE ADMINISTRATION
-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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Looking for something specific?

Search

Product Information

Product Description

Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035

Manufacturer

Pierce

Product Code

23A-109

Contract

Contract Category

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
-----------------------	-------------	---------------	---------------------	-----------

\$2,144,145.00

5%

Keyword(s)

Enforcer Chassis

[View Catalog](#)

Vendors Offering This Product

Siddons-Martin Emergency Group

Hannah Avila

Hannah.Avila@siddons-martin.com

Phone: 800-784-6806

Fax: 281-442-0850

[View Authorized Dealers](#)

Siddons-Martin Emergency Group

Jeff Doran

jdoran@siddons-martin.com

Phone: 281-543-7031

Fax:

[View Authorized Dealers](#)

Siddons-Martin Emergency Group

Brittney Metzger

BMetzger@siddons-martin.com

Phone: 800-784-6806

Fax: 281-442-0850

[View Authorized Dealers](#)

Contact HGACBuy

Joshua Cadoree

Joshua.Cadoree@h-gac.com

Phone: 832-681-2557

Fax: 713-993-4548

[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Looking for something specific?

Search

About the Cooperative

Bid Notices

HGACBuy How2s

Products & Services

Resources

Authorized Dealers

Contract Number

FS12-23 - Fire Apparatus and Related Vehicles

Vendor

Siddons-Martin Emergency Group

Name	Address	Phone Number	Contacts
Allegiance Fire & Rescue	2181 Providence Hwy Walpole, MA 02081	508-668-3112	Bill O'Conner
Atlantic Emergency Solutions, Inc.	12351 Randolph Ridge Lane Manassas, VA 20109	703-393-9911	Joseph R Pack
Churchville Fire Equipment Corp	340 Sanford Road, South Churchville, NY 14428	585-293-1688	John Alfieri
Conrad Fire Equipment	19922 W 162nd Street Olathe, KS 66062	913-780-5521	Karl Schultz
Emergency Equipment Professionals, Inc.	PO Box 1739 Southaven, MS 38671	662-280-4729	Jeff Kuntz
Fire & Safety Services, Ltd	200 Ryan Street South Plainfield, NJ 07080	800-400-8017	Dave Russell
Fire Apparatus & Equipment, Inc.	5793 W Grande Market Drive, Suite C Appleton, WI 54913	920-574-3410	Leslie Niles
Firematic Supply Company Inc.	PO Box 187 Yaphank, NY 11980	631-924-3181	Peter Hanratty
Front Range Fire Apparatus, Ltd	7600 Miller Court Longmont, CO 80504	303-449-9911	Duane Doucette
Glick Fire Equipment Company, Inc	350 Mill Creek Road Bird in Hand, PA 17505	717-299-4120	Amy Sweitzer
Golden State Fire Apparatus, Inc.	7400 Reese Road Sacramento, CA 95828	916-330-1638	Ryan Wright
Halt Fire, Inc.	50168 West Pontiac Trail, Unit 5 Wixom, MI 48393	248-669-0800	Todd Lincoln
Hughes Fire Equipment Inc.	910 Shelley Street Springfield, OR 97477	541-747-0072	Mike Duyck
MacQueen Emergency Group	1125 East 7th Street St Paul, MN 55106	651-645-5726	Daniel Gage
Pierce Manufacturing Inc.	2600 American Drive Appleton, WI 54914	920-832-3218	Carol Frank
Reliant Fire Apparatus, Inc.	880 Enterprise Drive Slinger, WI 53086	262-297-5020	Scott Krueger
Siddons-Martin Emergency Group	1362 East Richey Road Houston, TX 77073	800-784-6806	Pat Siddons
South Coast Fire Equipment Inc.	2020 South Baker Avenue Ontario, CA 91761	909-673-9900	Kevin Newell
Spartan Fire and Emergency Apparatus	319 Southport Road Roebuck, SC 29376	864-582-2376	Robert Fore
Ten-8 Fire & Safety, LLC	2904 59th Avenue East Bradenton, FL 34203	941-756-7779	Keith Chapman

Contact Information

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

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

Phone: 1-800-926-0234

Fax: 713-993-4548

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

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

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 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 Nomic Networks Inc for implementation and one-year subscription to Nomic Insight network communications tracking services for MIT.

Amount of Contract:

\$18,178.95

Funding Source

General fund.

ATTACHMENTS:

1. 20241011 Nomic Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 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 Nomic Networks Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nomic Networks Inc for implementation and one-year
subscription to Nomic Insight network communications tracking services for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$18,178.95

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, professional service.

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>472</u>	2025	(5000) INFORMATION TECHNOLOGY	IMPLEMENTATION AND ONE YEAR SUBSCRIPTION TO NOMIC INSIGHT NETWORK COMMUNICATIONS TRACKING SERVICES FOR MIT (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE)	\$18,178.95	<u>(298835) NOMIC NETWORKS, INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. Internal Intelligence Unit (IIU) Base sensor for detection and correlation of Events.	12.00 EACH	227.50000	2730.00
-----	---	---------------	-----------	---------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			2730.00
---	--	--	--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	Insight Upgrade IIU software upgrade for capture and analysis of Flows and Signals.	12.00 EACH	910.00000	10920.00
-----	---	---------------	-----------	----------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			10920.00
---	--	--	--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	---	--------

Vendor
 NOMIC NETWORKS, INC
 224 W. CAMPBELL RD. STE. 281

RICHARDSON, TX 75080

Tel#972-991-5005 X 101

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	Nomic Insight - Onboarding Includes hardware, monitoring, troubleshooting, customization, network tuning,remote configuration, and software updates. (Hardware remains property of Nomic Networks, Inc.)	1.00 EACH	4399.00000	4399.00
-----	--	--------------	------------	---------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			4399.00
---	--	--	--	---------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor
 NOMIC NETWORKS, INC
 224 W. CAMPBELL RD. STE. 281

RICHARDSON, TX 75080

Tel#972-991-5005 X 101

Ship To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

004	Shipping, Handling & Insurance per Unit.	1.00 EACH	129.95000	129.95
-----	--	-----------	-----------	--------

1	1000.10.23.5000.5000.5000.0000.0000.42115.			129.95
---	--	--	--	--------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 CHATU

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	18178.95
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.		
INFORMATION TECHNOLOGY EXP	18178.95	3925658.41
SOFTWARE COSTS		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000472-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 4

Vendor NOMIC NETWORKS, INC 224 W. CAMPBELL RD. STE. 281 RICHARDSON, TX 75080 Tel#972-991-5005 X 101	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/08/24	298835	10/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 10/08/24 GREG HOLLIDAY			Auto approved by: 91057606
	Approved 10/08/24 SCOTT KEARNEY			
	Approved 10/08/24 UDARA JAYASENA			Auto approved by: 91057606
	Approved 10/10/24 DONALD ROSE			Auto approved by: 9105fola
	Approved 10/10/24 SANDRA LEWIS			Auto approved by: 9105fola
	Approved 10/10/24 STEVEN KRONINGER			Auto approved by: 9105fola
	Approved 10/10/24 SAMANTHA COOLEY			Auto approved by: 9105fola
	Approved 10/10/24 LONELL HARRIS			Auto approved by: 9105fola
	Approved 10/10/24 ANNE FOLEY			
	Approved 10/10/24 JOHN PAINE			Auto approved by: 9105fola
	Approved 10/10/24 MICHAEL SPAFFORD			Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract Amendment, 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. Whereby, the sum of \$186,914.00 will be added to the original contract. A copy of said contract is on file in the office of the City Clerk.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Amendment 3 Agreement
2. Amendment 3 Memo
3. PROPOSAL_M&N_ProfessionalServices-Riverfront _Construction Admin Extension
4. PROPOSAL_M&N_ProfessionalServices-Riverfront _Park Restoration Packages
5. PROPOSAL_M&N_ProfessionalServices-Riverfront _South Coffey Cell Redesign

REVIEWERS:

Lana Gauthier
Lana Gauthier



CONTRACT AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND MOFFATT & NICHOL, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2024, between the City of Mobile as Owner and Moffatt & Nichol, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and Moffatt & Nichol, Inc. ("Consultant") entered into an Agreement for professional design services at Mobile Riverfront Redevelopment Project, PR-029-22, dated April 29, 2022 (hereinafter referred to as "Agreement"); and whereas, the original contract amount totals \$766,895.00;

WHEREAS, the Owner entered into an Amendment to Agreement dated February 14, 2024, (hereinafter referred to as "Amendment I") with the Consultant for an additional scope added to the project and the contract amount thereby increasing the engineering services cost by \$282,282.00;

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposals dated October 2, 2024, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Attachment A: Park Restoration Work - \$58,580.00
2. Attachment B: Complete Design of previously agreed upon Tied-Back Bulkhead repair for South Coffey Cell - \$53,334.00
3. Attachment C: Construction Administration Extension - \$75,000.00
4. The Agreement sum shall be increased by the sum of One Hundred Eighty-Six Thousand Nine Hundred Fourteen and 00/100 Dollars (\$186,914.00).
5. Additional Design Services shall further extend the Agreement contract completion time to June 14, 2026.

6. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.
7. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.
8. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: **City of Mobile**

CONSULTANT: **Moffatt & Nichol, Inc.**

By: _____
William S. Stimpson
Its: Mayor

By: _____
Eldon C. Blancher II, Ph.D. B.C.E.S.
Its: Supervisory Coastal Scientist

ATTEST: _____
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Eldon C. Blancher II, Ph.D., whose name as Supervisory Coastal Scientist of Moffatt & Nichol, Inc. is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 2024.

Commission Expires:

Attachment A
Park Restoration Work

Attachment B
Complete Design of previously agreed upon Tied-Back
Bulkhead repair for South Coffe Cell

Attachment C
Construction Administration Extension



CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT

AMENDMENT NO: THREE (3)

ADDRESS: N/A

DATE: October 15, 2024

TO CONTRACTOR: MOFFATT & NICHOL, INC.

PROJECT NO: PR-029-22

ADDRESS:

CONTRACT DATE: June 14, 2022

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to \$1,236,091.00
2. Complete the change in scope as referenced in attached letter dated October 2, 2024, from Moffat & Nichol, Inc.

Additional Design Services shall further extend the Agreement contract completion time to June 14, 2026.

THE CONTRACT IS AMENDED AS FOLLOWS:

Original Contract Sum -----	\$766,895.00
Net change by previously authorized Amendments -----	\$282,282.00
Contract Sum prior to this Amendment -----	\$1,049,177.00
Contract Sum will be INCREASED by this Amendment in the amount of -----	\$186,914.00
New Contract Sum including this Amendment will be -----	\$1,236,091.00
Contract completion time will EXTEND to -----	June 14, 2026

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Nick Amberger, PE
Interim Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

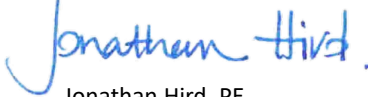
Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Construction Administration (As-Needed)

- Removal of south coffer cell work from Bulkhead Replacement Package.
- M&N will provide technical support on an as-needed basis to City of Mobile and R.J. Baggett throughout the remainder of the construction process for the Bulkhead replacement Project. This includes responding to Contractor RFIs, managing field change orders, and addressing design impacts and as outlined in the attached scope of work. This will cover duration of bulkhead construction.
- The total cost for this task is **\$75,000**, as detailed in our proposal.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL



October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide essential Construction Technical Administration Services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront. As industry leaders in waterfront infrastructure for over 75 years we know that as EoR for such a critically important and complex project of this magnitude, will require Technical and Design Construction Administration support during construction.

The Mobile Riverfront Development Project site consists of multiple existing structures, some of unknown age and in various stages of deterioration. These consist of northern bulkhead (unknown age), timber pile-supported wharf (piling age unknown, wharf 1995), the buried ALDOT Wallace Tunnel (1973), Steel Coffey Cells from the tunnel construction (1973), and the Gulf Quest Museum Bulkhead. Due to the difficulty of installing the proposed bulkhead amongst the existing structures and the possibility of field changes to alignment due to the Engineer for review to confirm conformance of the bulkhead and closure construction with the construction drawings and any approved field changes.

The City continues to provide Resident Inspection with in-house resources as the most cost-effective use of resources, given current grant funding budgetary constraints. However, the success of the construction of this highly complex project will depend on effective communication between the contractor and M&N Engineer for the management of field changes and anticipated design challenges during the interfacing of the existing structures, proposed construction change orders and resolution of any possible conflicts.

This Scope of Work is for a budget extension to ongoing Technical and Design Support services during construction only. M&N has partnered with the City on this project since inception and has flexed to meet project evolution and design challenges. We are committed to the successful completion and ribbon cutting of this project. We have included our understanding of the project, proposed scope of services, and an estimate of fees.

The City previously authorized an as-needed construction support services task in January of 2023 for a total of \$30,000, which was expended by June 2024, primarily by repeated review of resubmittals & RFI's. Material and shop drawing submittals for the work have been submitted and reviewed, though not all are approved. The anticipated remaining work will primarily consist of reviewing submittals of field surveys and documentation as construction progresses and responding RFIs regarding unanticipated field conditions and conflict resolution. For example, M&N is aware that an existing tieback system behind the wharf, not present on any known drawings, has been recently encountered during construction. Finally, at the end of the project, a Substantial Completion inspection and punch list shall be created. Other potential construction services are listed in the scope below.



Proposed Scope of Services

Construction Administration (As-Needed)

M&N will continue to provide technical support on an As-Needed basis to the Client and Contractor during the construction process in response to Contractor RFIs, field change orders and design response impacts to project design as outlined in the following scope of work. It is our intent to provide additional expert design support to the City, Construction Manager, Contractor and other project partners on an As-Needed basis when the City's in-house resource technical or bandwidth capacity is exceeded. Support will include (but not limited to) coordination with the construction contractor and client.

- Preconstruction conferences for key project elements (As Needed)
- Monthly Construction Progress Meetings with Client, Contractor, and Engineer (Scheduled)
- Receive, review, and determine acceptability of contractor submittals, shop drawings and RFI's. (As Needed)
- Submit to City of Mobile contractor's defective work (NCR's), as necessary. (As Needed)
- Receive, review and initiate change orders and work directives as necessary to complete the work. (As Needed)
- Responses to building department review questions. **(As Needed)**
- Responses to ALDOT review questions and vibration monitoring updates.
- Conduct site visits as required to ensure design and ALDOT compliance (As scheduled)
- Conduct "Substantial Completion" inspection and provide punch list to City of Mobile for review. (As Scheduled)
- Conduct final inspection and provide City of Mobile with notice of acceptability of the work.(As scheduled)

Removal of South Coffe Cell Work

The scope consists of issuing Change Order No 1 to the construction drawings for the park bulkhead replacement package. Amendment No 1 will remove the south coffer cell work.

- Any drawings showing demolition or new construction linework and details associated with the south cell will be altered, removing linework and details. The sequence of construction for the south cell will also be removed.
- Any specifications pertaining solely to the south cell will be removed. Any other specifications which still apply to the park bulkhead, but also refer to the south cell, will be edited to remove such references.

Dependencies/Special Requirements and Assumptions:

Utilizing the rate of expenditure of the construction administration task previously authorized by the city, we are basing this estimate on an assumed on a burn rate of ~ 25 hours/Month.

- Task assumes a budget extension of \$5,000 / per month (estimated) and the above historical utilization rate and present obstructions contractor has encountered while driving sheet piles for the North Bulkhead., for a Ten (10) month extension duration of continued construction support, beyond current efforts expended .
- Preparation of as built or record drawings is not included in this scope of work. Contractor is responsible for tracking design/drawing changes throughout the duration of construction and providing an as-built survey/record drawings, signed and sealed by a licensed surveyor.
- Responses to RFI will be completed within five (5) working days of official receipt.
- Responses to submittals will be completed within ten (10) working days of official receipt.

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding changes to resource allocation.

Total cost for this task is \$75,000.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services an As-Needed basis over the time period described above. The estimated duration is based remaining project schedule, and subject to revision in the event of major schedule shifts.

Our fees will accrue on a time and material basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office.

Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Park Restoration Work

- This scope includes making revisions to the park plans, technical specifications as directed by the City during the meeting on 9/18/24 & 9/26/24 and the schedule of quantities and estimated construction cost will be adjusted accordingly.
- Support City through construction bid process.
- The total cost for this task is **\$58,580** as detailed in our proposal.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL



October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Park Package Updates
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide design services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront.

The Issued for Construction package for the Cooper Riverside Park bulkhead replacement addressed the gradual deterioration of the wharf bulkhead, pair of north coffer cells, and south coffer cell. The package provided a new tied-back bulkhead for the length of the original wharf bulkhead, extending through the north coffer cells, to tie into the park deadman and fascia structure between the cells which was constructed in the 1990's. The package also encapsulated the south coffer cell with concrete and then braced it against failure with a waterside armor stone revetment.

After USACE rejected the south coffer cell encapsulation and revetment during a 6/14/24 group teleconference between M&N, the City, and USACE, the City explained to M&N that the south cell scope would be removed from the ongoing park bulkhead contract through a change order issued to the contractor.

Proposed Scope of Services

- This scope includes making revisions to the park plans and technical specifications as directed by the City during the meetings on 9/18/24 and 9/26/24.
- The schedule of quantities and estimated construction costs will be adjusted accordingly.
- Two (2) decision workshops (draft and final) will be held with the City's parks department, M&N engineers, and landscape architects to confirm the proposed changes, not yet finalized as part of the 09/26/2024 features discussion and/or a result of the latest bulkhead alignment.
- Support the City through the construction bid process.
 - Invitation to Bidders.
 - Attend the pre-bid meeting.
 - Respond to contractor request for additional information and issue bid addendum as needed.
 - Evaluate construction bids and recommend award (if appropriate)

Dependencies/Special Requirements and Assumptions:

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding potential for contract amendment if needed

Total cost for this task is \$58,580.00.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services as described above.

Our fees will accrue on a lump sum contract basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL

October 2, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36602-0001

Attn: Dear Nick
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment
Project No. 10961-04/05

Dear Nick,

Enclosed please find our detailed proposals and scope of work for the following services related to the Mobile Riverfront Redevelopment Project:

Complete Design of previously agreed upon Tied-Back Bulkhead repair for South Coffe Cell

- Our proposal includes the complete design of the tied-back bulkhead concept for the south coffer cell. Detailed specifications, design considerations and special requirements are provided in the attached documentation.
- The total cost for this task is **\$53,334**, as detailed in our proposal. This fee does not cover bid support for this project.

Sincerely,



Jonathan Hird, PE

MOFFATT & NICHOL



October 2, 2024

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Interim Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Southern Coffe Cell Redesign
Project No. 10961-04/05

Dear Nick:

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we thank you for the opportunity to provide this fee proposal to continue to provide design services in support of the City of Mobile for the implementation of this exciting chapter of the City of Mobile Waterfront.

The Issued for Construction package for the Cooper Riverside Park bulkhead replacement addressed the gradual deterioration of the wharf bulkhead, a pair of north coffer cells, and the south coffer cell. The package provided a new tied-back bulkhead for the length of the original wharf bulkhead, extending through the north coffer cells, to tie into the park deadman and fascia structure between the cells which was constructed in the 1990's. The package also encapsulated the south coffer cell with concrete and then braced it against failure with a waterside armor stone revetment.

In April 2024, M&N learned that USACE personnel were raising objections to the south coffer cell revetment due to its proximity to the shipping channel. Following discussions with USACE, culminating in a group teleconference between M&N, the City, and USACE on 6/14/24, it was established that the USACE personnel concerned with the shipping company would not accept the revetment design.

Upon initially being informed on the USACE objections, M&N began developing a concept to provide a new tied-back bulkhead, similar to the primary park bulkhead, inside of the south coffer cell. This concept had been considered during the original design process but had more construction risk than the encapsulation and revetment due to potential obstruction within the cell from rock that M&N's divers observed within the holes in the cell during the underwater inspection, as well as existing sinkholes hidden below the existing concrete slab. Additionally, it required demolition of the existing fountain due north of the museum, which the City wanted to avoid. However, it is now the only remaining feasible solution to provide a new stable structure at the south cell.

This Scope of Work is for the complete design of a new tied-back bulkhead concept for the south coffer cell, culminating in a set of drawings and specifications approved for construction, specifically for the south coffer cell, separate from the park and bulkhead packages. The design concept is illustrated in the attached PDF markups on the Issued for Construction drawings of the park drawings.

Proposed Scope of Services

The scope includes the complete design of the new tied-back bulkhead concept for the south coffer cell, including production of calculations, drawings, and specifications. The specifications will be primarily the same as the original bulkhead replacement contract as the same system and materials will be used at the south cell. The design will utilize the original encapsulation piles from the revetment design as deadmen for the proposed bulkhead, since piles have already been acquired under the current Cooper Riverfront Bulkhead Replacement contract and would be best utilized for the proposed bulkhead.

The proposed concept will require the temporary removal of the statue above the south cell, demolition and replacement of the fountain behind the southern coffer cell, demolition & replacement of decorative masonry walls and the concrete stairs leading from the cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement.

The drawings and specifications will include civil, structural, and electrical to restore site features affected by demolition.

M&N will engage Ephriam and Associates, LLC as a sub-consultant to assist with ADEM and USACE Permitting Applications, their fees for their respective effort included in this amendment.

Dependencies/Special Requirements and Assumptions:

- There will be no additional concept development period to propose other alternatives to the City. Concept development has already occurred, approved and finalized..
- The City agrees to the temporary relocation of the existing statue, and demolition of fountain, and architectural features at the south cell area.
- The City understands that due to potential obstructions inside the cell, resulting in minor deviations from the centreline, but will be obscured by the concrete cap.
- M&N will design the south cell bulkhead for a 50 year design life, (the same as for the park bulkhead), which is an ASCE Standard 7-16 design-life for non-critical marine structures.
- This scope does not include ALDOT's review and ALDOT's permit process. Based on our experience during the original design phase, ALDOT may engage HDR to review this design on their behalf.. It is understood that the City will coordinate with ALDOT for the review of the new design.

This level of effort estimate is based on the above assumptions. If there are any significant changes in project implementation, project features, field design changes, the project team will coordinate with the City immediately regarding changes to resource allocation.

M&N Design Fee	\$ 49,334.00
Permitting	\$ 4,000.00
Total cost for this task is	\$ 53,334.00.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services as described above. M&N consulted with the sub-disciplines required for each project element.



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

Our fees will accrue on a lump-sum basis not to exceed the total allocated. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office.

Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE

MOFFATT & NICHOL



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Britnee Williams

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - B Williams

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Britnee Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One- year contract, renewable for two additional one-year periods with Chris Francis Tree Care LLC, City-wide tree maintenance and removal services. NTE amount \$1,000,000.00 per year.

Amount of Contract:

NTE \$1,000,000.00 per year for up to three years.

Funding Source

General fund 10042018 42070

ATTACHMENTS:

1. 2024 Agenda Package Francis CityWide Tree

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Chris Francis Tree Care, LLC, to provide city-wide tree maintenance and removal services, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount not to exceed \$1,000,000.00 per year, 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.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 October 2024
Date

Item No. _____

Submitted by: Public Services - Urban Forestry
Department

Peter Toler
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: City-Wide Tree Maintenance and Removal Service

PURPOSE & SCOPE OF PROJECT:

One- year contract, renewable for two additional one-year periods with Chris Francis Tree Care LLC,
City-wide tree maintenance and removal services. NTE amount \$1,000,000.00 per year.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$1,000,000.00 per contract year

FUNDING SOURCE:

Budget Item: 10042018 42070

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 5902

How many bidders received bid packages (if applicable): 9+web

How many bidders submitted bids (if applicable): 4

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

Service Contracts over \$15,000, subject to Ala. §41-16-50
et seq. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, (“effective date”) by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and CHRIS FRANCIS TREE CARE LLC, (hereinafter “Provider”), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows: CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE.

ARTICLE 1. Scope of the Work. To provide city-wide tree maintenance and removal service on City rights-of-way and City properties within the City of Mobile City limits at the lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. Term of this agreement shall be for one year from the effective date, renewable annually with the consent of both parties for two additional one-year periods.

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured***, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- 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.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

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

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay ionly for work successfully performed. In the further event that City shall engage

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

ARTICLE 4. Indemnification: Provider agrees to 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 Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, 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 Agreement or any activities conducted pursuant thereto, Provider hereby 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. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider 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 providers performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Chris Francis Tree Care, LLC
8727 Glover Ln
Daphne, AL 36526

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER, Chris Francis Tree Care LLC

[Signature], Its owner (title)

On behalf of Provider

10/09/24 Date

State of Alabama

Mobile County

I, FRANCESCA V. LAPOSTA, a Notary public in and for said County and State, hereby certify that CHRIS FRANCIS, whose name is known to me, acknowledged before me on this the 9 day of OCTOBER, 2024, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

[Signature]
Notary Public

My Commission expires on: JULY 28, 2026

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date



EXHIBIT A

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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:
09/11/2024	5902	PUBLIC WORKS	As Directed

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

12:01 PM, FRIDAY, OCTOBER 4, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE This bid is for City-wide tree maintenance and removal services to be provided within the City of Mobile city limits. There will be a mandatory pre-bid meeting held on Wednesday, September 25, 2024, at 1:00 p.m. , at The Seals Community Center on Texas Street. Bidders must attend the full pre-bid meeting. City will not accept bids from any company who does not attend the complete pre-bid meeting. The successful vendor will be required to sign a contract; a sample is attached. See the following and attached for detailed specifications. The City is interested in starting the city-wide tree maintenance contract as soon as possible; therefore, vendors must be properly qualified to do business with the City of Mobile. Bidder must use these forms for your response. Failure to respond on these forms will cause a rejection of your bid response. Page 1 of 4	1	15985	00	15985	00
			TOTAL		15985	00

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number 251-510-0186

Email Address chris@chrisfrancistreeecare.com

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within 5 days of receipt of P.O.

Firm Name Chris Francis Tree Care, LLC

Signature

Type or Print Name Chris Francis

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 2 of 4

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 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. The following is required and must be filled in: Registration Number with Secretary of State Office <u>0000425155</u> City of Mobile Business License Number <u>79755</u> E-Verify Enrollment Number <u>542257</u> Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES <u>X</u> NO <u> </u> 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 Bid #5902.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care, LLC

By

Chris Francis

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page 3 of 4

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. Page 3 of 4 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, 12:01 P.M., Friday, October 4, 2024, or the Bid #5902. 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 12:01 P.M., Friday, October 4, 2024. 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. Any bids delivered after 12:01 P.M., Friday, October 4, 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.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Chris Francis Tree Care, LLC

By

Chris Francis
Chris Francis

We will allow a discount 0 % 20 days from date of receipt of goods
and correct invoice of completed order.

Page 4 of 4

Page 196 of 1138

Bid Amounts

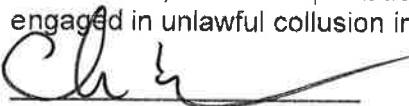
<u>PERSONNEL:</u>	Hourly Rate	Est. Hrs. Per Week	Total (Rate X Est. Hrs.)
<u>Field Supervisor:</u>	<u>\$ 16</u>	80	<u>\$ 1280</u>
<u>Climber/Aerial Lift Operator:</u>	<u>\$ 15</u>	35	<u>\$ 525</u>
<u>Crewman/Flagman/Driver:</u>	<u>\$ 11</u>	240	<u>\$ 2640</u>

Total amount for all **Personnel** (sum of weighted rates) \$ 4445

<u>EQUIPMENT:</u>	Hourly Rate	Est. Hrs. Per Week	Total (Rate x Est. Hrs.)
Bucket Truck	<u>\$ 52</u>	50	<u>\$ 2600</u>
Knuckleboom Truck	<u>\$ 90</u>	20	<u>\$ 1800</u>
Dump Truck	<u>\$ 5</u>	20	<u>\$ 100</u>
Grapple on Skid Steer/ Wheel Loader	<u>\$ 12</u>	20	<u>\$ 240</u>
Chipper	<u>\$ 160</u>	40	<u>\$ 6400</u>
Stump Grinder	<u>\$ 50</u>	4	<u>\$ 200</u>
Spider lift	<u>\$ 50</u>	4	<u>\$ 200</u>
Total for all billed Equipment (Sum of last Column)			<u>\$ 11540.00</u>

TOTAL (Total for Personnel and Equipment) \$ 15985.00

By signature below, bidder understands and accepts the terms of the Request of Bids, including all Addenda, and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.


Signature

Chris Francis, Master Arborist on behalf of Chris Francis Tree Care, LLC
Printed Name Title Company

Contact Person: Chris Francis, Master Arborist, chris@chrisfrancistreecare.com, 251-510-0186
Name, Title, Email, and Phone Number:

****FULL BID PACKAGE MUST BE RETURNED**

Information required for bid submittal

- 1.) Chris Francis Tree Care, LLC
251-367-8733 (Office)
8727 Glover Lane, Daphne, AL 36526
State of organization – Alabama
Chris Francis – sole member (owner), lead arborist
Chris Johnson – General Manager
Troy Weber – Tree Service Supervisor
Donavan Ballard – Plant Health Care Director
Cheyenne Voigt – Safety Director
Mary Francis – Accounts Payable & Receivable
- 2.) Official start of business was January 1, 2001. Company has been providing arboriculture and urban forestry. Chris Francis achieved Arborist Certification in 2008, Board Certified Master Arborist Certification in 2015. Among the long list of clients, we have been providing specialty urban forestry work for the City of Fairhope for at least 3 years as needed, which has included pruning, removal, supplemental support, consulting, and pest control. We have also been providing regular urban forestry work for the City of Mobile for at least 3 years, which has included pruning, removal, supplemental support, consulting, pest control, air excavation, planting, brushcutting, and more. Services and dates can be verified upon request.
- 3.) Troy B. Weber, ISA Certified Arborist #RM-7314A, expires 06/30/2026
Donavan Ballard, ISA Certified Arborist #SO-10095A, expires 06/30/2027
Chris Francis, ISA Board Certified Master Arborist, #SO-6157B, expires 12/31/2024. Certifications will be renewed prior to expiration.
- 4.) Owned equipment that may be used on this contract (not exhaustive):
2014 Kubota SVL-75 track loader (skid steer), 2020 Kubota SVL-75 track loader (skid steer), 2000 Ford F800 dump truck, 2010 Hino chip/dump truck, 2016 Vermeer SC362 Stump grinder, 2018 Bandit ZT1844 stump grinder, 2018 Bandit 2550 stump grinder, 2019 Bandit 2550 stump grinder, 2020 Rayco RG37 stump grinder, 2018 Freightliner w/ Versalift 60' (bucket

truck), 2018 International w/ 60' Terex (bucket truck), 2020 International w/ 60' Terex (bucket truck), 2021 Ford F600 w/ 45' Dura Lift (bucket truck), 2004 International grapple truck, 2019 Peterbilt grapple truck, 2019 Freightliner grapple truck, 2021 Peterbilt grapple truck, 2018 Bandit 18" chipper, 2020 Morbark 12" chipper, 2021 Bandit 15" chipper, 2021 Dingo 427 mini skid, 2018 Giant 254T (articulated loader), 2019 Giant 254T (articulated loader), 2021 Giant 254T (articulated loader), 2022 Intrepid Tele (articulated loader), 2021 Omme 2750 (spider lift), 2021 Omme 2750 (spider lift), 2022 Platform Basket 72' (spider lift)

5.) Tree Service Field Supervisors (foremen) current list: Troy Weber, Josh Douglas, and Mike Clinard

6.) We currently have 2 tree service crews and 1 plant health care crew consisting of 13 full-time crew members and 2 part time (in school) crew members.

7.) Chris Francis holds a BS in Business Administration, MS in Arboriculture & Urban Forestry, ISA Tree Risk Assessment Qualification, and is state licensed in Landscape Design, Setting of Landscape Plants, Ornamental & Turf Pest Control Supervisor, and Tree Surgery. Donovan Ballard holds a BS in Human Health, ISA Tree Risk Assessment Qualification, and is state licensed in Setting of Landscape Plants and Ornamental & Turf Pest Control Supervisor. A large percentage of our staff has achieved Urban Forestry Certification.



ADDENDUM

September 30, 2024

RE: City of Mobile Bid #5902 for CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE

Please consider the following to be Addendum to City of Mobile Bid #5902 for City-wide Tree Maintenance and Removal Service.

THIS ADDENDUM:

Clarifies and answers questions from the pre-bid meeting held on September 25, 2024.

Adds/provides the DBE forms not included with the bid package.

Bid opening date and time remain as issued.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

Addendum acknowledged

Chm Francis



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5902
City-Wide Tree Maintenance and
Removal Service

A. The City of Mobile is seeking bids for City-wide tree maintenance and removal services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm October 4, 2024.

C. Paragraph C.6, Contractor Qualifications, is amended to read:

"6. Contractor must own, hold long-term lease on, or have ready access through subcontract or other methods demonstrable to the City during bid evaluation, all pieces of equipment required to efficiently and effectively perform professional tree trimming and removal, stump removal, and landscape restoration, in Mobile's densely canopied urban environment. The City expects responsible Contractors, at a minimum to employ aerial lift trucks, chippers, stump grinders, knuckle boom loaders, skid steer loaders, spider lifts, and dump/load trucks."

D. Paragraph D.10, Performance and Scope of Work, is amended to read:

"10. Contractor will have at least one locally-based supervisor, with authority over all technical aspects of Contractor performance, who must have and maintain current ISA Arborist Certification. This person will actively ensure all Contractor work complies with ANSI A300 standards and City tree protection ordinances through on-site evaluation, planning, direction, and supervision of Contractor work and crews."

E. Paragraph G.3.a.4 is amended to read:

"4. A list, including description, of supporting equipment owned, on long-term lease, or bidder has ready access through subcontract or other methods demonstrable to the City, sufficient to effectively and efficiently perform the work described in these bid specifications."

F. Exhibit A, Major Supplier and Subcontractor form is added and included in this Addendum.

G. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. The bid requires the bidder to own or hold a long-term lease on certain equipment, but that list does not include all equipment that is being used for the bid tabulations. If a bidder does not own or long-term lease equipment that is in the bid list and places a value of \$0 in that category, he/she will gain an unfair advantage by having a lower total. Should all bidders be required to place a value in each category, even if he/she would have to rent the truck or equipment?

Answer: See paragraph G.3.b., especially the following, "Bidders must include realistic pricing for every item. The City will expect the selected Contractor to use each of the listed equipment pieces to successfully and efficiently perform the services required under the contract. Failure to include realistic pricing for each item may result, at the City's sole discretion, in disqualification of the Bid as non-responsive."

2. The bid requires an ISA Certified Arborist to be "on staff and immediately available and engaged". Is this ISA Certified Arborist simply a box to check to make sure there is someone in the organization on staff, or will the Certified Arborist be required to act in a supervisory role for the crews performing the work and be available on site for arboricultural decisions??

Answer: See paragraph D.10, as amended.

EXHIBIT A. Major Supplier and Subcontractor Form (following pages)



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: Archm.que.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	Chris Francis Tree Care, LLC
Address	8727 Glover Lane, Daphne, Alabama 36526
Telephone	251-510-0186
E-Mail	chris@chrisfrancistreecare.com

RFP/RFQ Solicitation Number	5902
Project Description	City-Wide Tree Maintenance and Removal Service
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 21 Female 3 Minority 5 Non-minority 19 SDVO
Total # of Employees	24

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Francis

Signature: [Signature] Date: 10/02/24

Title: Owner/ Lead Arborist

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: Mary Francis

Title: Accounts Payable/ Receivable

Email: office@chrisfrancistreecare.com

Phone: 251-67-8733

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Subcontractor/Supplier Plan rev. 7/29/2021



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

N/A

Name of Bidder: Chris Francis Tree Care, LLC

Contact Person: Chris Francis

Phone 251-510-0186

Email chris@christreecare.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.
		CMDOT/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

N/A

		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.

CITYWIDE TREE MAINTENANCE SERVICES

A. GENERAL DESCRIPTION

1. The City of Mobile is seeking bids to select a Contractor to prune and remove trees located on public land, rights-of-way and easements within the corporate limits of the City of Mobile. This service shall be provided as tasked maintenance service for selected work orders, with occasional on-call, as-needed Emergency service in response to specific circumstances or discovered conditions. The City expects the total annual value of the services rendered to be approximately \$1,000,000.00

B. AWARD & CONTRACT TERM

1. Contract award shall be made to the responsive and responsible bidder submitting the lowest overall pricing based on a weighted tabulation of the unit pricing elements at the end of this bid. The City will pay Contractor at weekly intervals as invoiced for verified labor and equipment at the bid hourly rates. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period, with the option at the consent of both parties to renew the contract for two additional one-year periods.

2. The City will not guarantee a specific level or amount of work, or exclusivity in the City's award of similar work to other Contractors. The City will reserve the option to terminate the contract upon thirty-day notice for any reason.

3. Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).

4. Bidders will be required to comply with the City's requirement for large contracts that Bidders exercise a good-faith effort to employ disadvantaged business enterprises as subcontractors. It is understood that Bidders may have sufficient internal resources to perform the requirements of the Bid, but the City by public policy requires Contractors to identify and commit to the use of disadvantaged business enterprises in the performance of at least 15% of the value of the work completed, or to document the inability to identify qualified subcontractors. Such subcontractors may include staffing services, traffic control, hauling, clean-up teams, equipment providers, or work crews. More information regarding this requirement is found in Exhibit A to this Request for Bids, and will be discussed at the Pre-Bid conference.

5. **The City will hold a mandatory pre-bid conference on WEDNESDAY, SEPTEMBER 25, 2024, at 1:00 PM.** Bidders must attend this conference to be eligible for award of this bid. Attendance may be by any designated representative of the bidder and must be present for the entire conference.

6. Questions regarding this Bid must be sent by email to Purchasing@CityofMobile.org.

7. The contents of this bid and any Addendum will be posted at www.CityofMobile.org/Bids.

C. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have an International Society of Arboriculture (ISA) Certified Arborist on staff and immediately available and engaged for quality control for live tree impacts. This requirement shall not apply to subcontractors, but Contractor's Arborist must assure subcontractor performance compliant with all professional standards.
3. Contractor shall have at least three-years of experience as a contractor in the field of arboriculture and urban forest maintenance work. Subcontractors not directly performing arboriculture work (ex. traffic control, hauling, equipment providers, etc.) are not subject to this requirement.
4. Contractor, including Field Supervisors, must be experienced and proficient in the American National Standards Institute (ANSI) A300 pruning standards and Z133 safety standards.
5. Contractor shall have the capacity at Bid award to sustain at least two simultaneous field crews of at least four persons each with supporting equipment. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors. Subcontractors are not subject to this requirement.
6. Contractor must own or hold long-term lease of the following: two minimum aerial lift trucks, one chipper, stump grinder, and one knuckle boom loader/or skid steer loader.

D. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the pruning and removal of City-owned trees, usually responsive to non-emergent citizen and City reported work orders, and associated supporting tasks such as traffic control, hauling and disposal.
 - a. "Pruning" shall be conducted as defined by the Tree Care Industry Association (TCIA) as the selective removal of plant parts to achieve defined objectives.
 - b. "Removal" shall be conducted to include both the tree and the stump.
2. Contractor shall complete all work during daylight hours only, Mondays through Saturdays, unless otherwise specifically authorized by the City, in accordance with the

arboricultural practices as per the following publications. Contractor is not to exceed 10-hour workdays for crews without the specific permission of the City.

a. "Tree, Shrub, and Other Woody Plant Management Standard Practices" (ANSI A300 2017 PART 1), Pruning Best Management Practices.

b. Safety Requirements for Arboricultural Operations (ANSI Z133-2017).

3. Pruning will be conducted to enhance tree health, ensure clearance from hazards and obstructions, or mitigate potential risks. This process involves the selective removal of specific plant parts to achieve a clearly defined objective.

a. The City will note a stipulated pruning height for each City tree to be pruned on each work order. Unless otherwise directed, low branches over the street and sidewalk shall be removed to the following clearance from the ground unless otherwise stipulated: 14 feet on minor streets, 16 feet on major streets, and 7 feet on sidewalks.

b. Contractor shall prune all branches touching buildings back to 3-5 feet (as needed) away from the building. All trimming shall use the three-cut method. No stubbed limbs shall be left behind in the tree.

c. Dead Branches: All dead branches down to one inch (1") diameter should be removed using a pruning cut from ANSI A300, Part 1, Section 7. If it is not possible to cut it off 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 (1") in diameter must be precut to prevent splitting.

d. During all phases of work, tree parts will be dropped or lowered onto public property right-of-way, or easement, avoiding private property as much as possible.

e. Contractor shall not use gaffs (climbing spurs) in any tree to be left standing, without specific authorization of the City, except in the event of a life-threatening emergency, which shall be reported to the City.

4. Grinding and Removal of Stumps: Contractor shall grind out and remove all stumps that result from tree removal operations within five (5) working days from the date that the tree was removed. Stumps and visible surface roots must be ground to six inches (6") below ground line. Contractor shall backfill resulting holes, indentations so that the work site conforms in elevation to the surrounding area. Contractor may mulch cover up to two inches any ground stump surfaces.

5. Cleanup and Transport. Contractor immediately upon conclusion of all work shall remove wood chips, leaves, branches, sawdust from the work site. Contractor shall broom-sweep clean all paved surfaces.

a. All tree maintenance debris, including chips, limbs, leaves, logs, oil containers, personal trash, etc. will be disposed of in accordance with Chapter 65 of the City of Mobile Municipal Code, as revised and supplemented.

b. Cleanup required from each day's work will be completed on that day. Each work site will be left as clean as it was before work started, or cleaner.

c. The Contractor will make no agreement with any party to leave, deliver, or otherwise dispose of such tree-maintenance residues, except by explicit instructions of the City.

d. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets according to the applicable state and city laws – including Chapter 25 of the City of Mobile Municipal Code - and paragraph 5.6.4 of the ANSI standard.

e. Contractor is responsible for all costs associated with disposal of site debris.

6. Traffic Control. Contractor shall provide traffic control in accordance with requirements of Manual on Uniform Traffic Control Devices (MUTCD), Part 6, regarding Temporary Traffic Control, and shall provide daily traffic management plans. Contractor shall presume to not have the assistance of City traffic enforcement or Police, but may request, and the City in its discretion may provide, in especially busy or hazardous work areas.

7. Contractor will comply with all applicable provisions of state and City laws concerning tree work, as well as policy decisions of the City of Mobile.

8. Contractor will maintain all necessary permits, rights of access, certifications, licenses, bonding, and insurance required by this contract and law. The Contractor shall notify all public service utilities to resolve conflicts concerning their property

9. All work will be performed only by Contractor or City-approved subcontractors. All Contractor and subcontractor crews must have uniformed staff and identifiable equipment.

10. Contractor will have at least one locally-based supervisor, with authority over all technical aspects of Contractor performance, who must have and maintain current ISA Arborist Certification.

11. Teams. Contractor will create field teams to perform the work, and will be compensated according to the team composition and equipment actively and efficiently engaged in assigned work. All Contractor overhead costs shall be captured in bid and contracted rates for teams and equipment. Rates shall be constant for all work, except for emergency work orders, which may be billed at the basic contract rates plus 15% markup. Every team shall be under the immediate supervision of a designated Field Supervisor that shall be in communication with Contractor and identified and accessible to City.

a. Field Supervisor. The Field Supervisor is the working leader and driver of a climbing crew, able to organize and supervise crew work and to integrate a power lift truck into this crew's operation by arrangement with the City Urban Forester (or their designation representative) when desirable to promote efficiency and/or safety. The

Field Supervisor's duties shall include, but not be limited to: (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to the standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4) keeping daily work reports in support of the Contractor's invoices; (5) contacting the City to coordinate work schedules; (6) contacting the owners of property adjacent to work sites, and tactfully handling or referring complaints or disputes. The Field Supervisor must have an adequate Commercial Driver's License and a minimum of three years of experience as Field Supervisor. The Field Supervisor shall have a working knowledge of Mobile streets.

b. Field Crew. A Field Crew shall consist of two, three, or four-persons (at the Contractor's discretion – larger teams may be employed with approval of the City) qualified to operate required equipment listed below, under the direction of a Field Supervisor, and with qualifications and experience as described below, including:

1. Climber/Aerial Lift Operator: The climber's duties shall include, but not be limited to (1) climbing trees by the use of standard roping practices; (2) removing or pruning trees according to standards (ANSI A300, ANSI Z133); (3) removing tree residues without damage to nearby property, and in accordance with the requirements in ANSI A300 tree care standards; (4) operating aerial technical equipment. The climber may occasionally perform functions of the Field Supervisor, when necessary for smooth work continuity.

2. Crew/Flaggers/Drivers: Employees used to perform functions requiring non-supervisory skills and experience, such as climbing and bucking, brush carrying and chipping, traffic control, and assisting with other duties as required by the crew Foreman.

12. Equipment. Contractor may use and bill City for the following equipment at hourly rates indicated on the bid and contract. The City recognizes that some contractors will favor some equipment over others, and that equipment used will vary based on the work required. For bid award and invoicing, the City has elected to require pricing for a range of the most commonly employed equipment for the work anticipated under this award, with a standard rate for each piece, regardless of specific size and quality. No other equipment may be billed unless specifically agreed to in advance by the City. Contractor is solely responsible for the mechanical condition and safe operation of all equipment. The Contractor shall use first-class materials, tools, and equipment that are recognized by the industry as appropriate for forestry work. The Contractor shall use reliable equipment that meets or exceeds ANSI standards to ensure a safe, efficient, and continuous operation with minimal equipment delays for the duration of the contract. The City has the discretion to require the elimination, cancellation, or replacement of excessive or substandard equipment for City programmed work.

a. Bucket Truck: Sized as necessary to accomplish the work required for assigned project. Contractor shall price at an average rate that will apply to any bucket truck used.

- b. Knuckleboom Truck.
- c. Dump Truck.
- d. Brush Chipper: Adequate to safely and efficiently handle generated wood debris
- d. Stump Grinder. Adequate to remove stumps as per specifications.
- e. Grapple on Skid Steer/Wheeled Loader.
- f. Spider Lift.

g. Special Equipment. Contractor may suggest on occasion the use of specialized equipment not otherwise indicated above. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: Schedule of Equipment Rates | FEMA.gov, subject to additional negotiation and agreement between City and Contractor.

13. Communications. Contractor shall maintain and provide to City a 24-hour-a-day contact number for after-hours emergencies. All teams will have adequate industry-standard communications equipment for teams to communicate with each other and with traffic control crews.

14. Imagery. Contractor must document work performance by imagery adequate to discern conditions and performance and upload files to the appropriate work orders via the City's cloud-based asset management software system. City may also at its discretion document Contractor crews and equipment for any purpose, to include claims, promotion, work performance, or public viewing. City will retain rights to all such imagery.

15. Mishaps. Contractor shall comply with safety requirements of ANSI, Section 5, 6, 7, & 8 (exclusive of paragraphs of sections expressly deleted). Contractor shall immediately report any mishaps or near-miss mishaps to the City that cause significant damage to persons, property, equipment, or infrastructure.

16. Claims. Contractor will indemnify and defend City of Mobile against all claims resulting from Contract's performance under the contract. Contractor will timely notify City of any private claims regarding Contractor's performance under this contract and will resolve all such claims to the reasonable satisfaction of the claimant.

17. Insurance. Contractor shall have in force for the duration of the contract to following minimum insurance coverage:

a. Workers' Compensation/Employer's Liability: Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

b. Commercial General Liability: Contractor shall also obtain Commercial General Liability coverage with the following minimums:

(1) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)

(2) \$2,000,000 Products/Completed Operations aggregate

(3) \$1,000,000 Personal and Advertising Injury per person/organization

(3) \$2,000,000 general aggregate per project

c. Automobile Liability: Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)

d. Commercial Umbrella Liability: Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$1,000,000 per line of coverage.

e. Certificates of Insurance: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

f. Additional Insureds: These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include

the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

g. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as: City of Mobile, P.O. Box 1827 Mobile, AL 36633

h. Insurance Requirements for Sub-subcontractors: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

i. Cancellation. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

j. Waiver of Subrogation. Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

k. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

E. TASKING

1. Programmed Tasking. City shall provide a weekly work assignment to Contractor, designating specific work orders to be completed. In addition to programmed work, the Forester may assign additional "spot" taskings to respond to immediate Work areas assigned will include both pruning and removals.

a. Contractor shall provide, and maintain current on file with the City at all times, subject to approval by the City, a current plan of work being conducted, to include locations, impacted rights of way, team make-up, equipment being used, subcontractor

employment, and contact information for each team.

b. City will provide Contractor access to City's work order management system. Contractor will make appropriate entries into the system – including comments, status updates, before and after imagery – as agreed upon, and will make other such reports as mutually agreed upon between City and Contractor. Contractor reports will be timely and accurate, with sufficient detail to support the City's efficient management of its forestry

c. All tasked work will be within City limits on public property and rights of way. Where Contractor determines that entry onto private property will be required to safely and efficiently conduct any task, Contractor will communicate that recommendation to the City before entry for City approval. If approved, Contractor will be required to obtain all permissions for entry to private property from the private property owner, and any such agreement will be solely between Contractor and private property owner.

2. Emergency Task Orders. City may additionally task Contractor with Emergency Task Orders for specific work outside of the programmed work.

a. In such instances, Contractor will respond within 30 minutes of City notification of Contractor's capacity and plan to complete such work.

b. Contractor will be expected to commence such work within 2 hours of City approval of Contractor's plan.

c. Such work may be billed at contract rates plus 15%.

d. With the approval of the City, Contractor may pull teams from programmed work to complete Emergency Task Orders.

3. Completion and Inspection. The Contractor shall contact the City daily during active work periods, to coordinate the work schedule, arrange for needed support. Contractor will provide weekly reports of work orders completed, and an invoice for that work. The Contractor shall notify the City within twenty-four (24) work hours of the completion of each Emergency Task Order. All work to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such work is found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.

F. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City weekly for completed work. Invoices will indicate the crew hours, equipment hours, associated costs, and total cost for each work order completed. The Contractor will separately invoice for each Emergency Task Order, also broken down by crew hours, equipment hours, associated unit costs, and

total cost for each work order completed. Contractor must include a Subcontractor Utilization Report with each invoice to be to document in each invoice the specific work performed by subcontractors and being invoiced, including the amount Contractor will remit to the subcontractor. The Subcontractor Utilization Report is found in Exhibit A.

2. Payment. City will promptly review invoices for accuracy and compliance with work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

G. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the discretion of the City. Failure to adequately identify disadvantaged business enterprise subcontractors or document and demonstrate a good faith exercise to obtain disadvantaged business enterprise subcontractors using the Subcontractor and Major Supplier Form will result in disqualification.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, or request additional information to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons.

2. Information demonstrating at least three years of experience in urban forestry services, to include dates, customers, and nature of services performed.

3. Identity of its Certified Arborist on staff, including qualifications and experience.

4. A list, including description, of supporting equipment owned or on long-term lease.

5. Names of its intended Field Supervisors.

6. Numbers of full and part-time crew.

7. How Contractor will employ subcontractors. CONTRACTOR MUST COMPLETE EXHIBIT A, MAJOR SUPPLIER AND SUBCONTRACTOR FORM AND INCLUDE WITH BID. Failure to fully complete the form, adequately document good faith efforts that were taken by the Bidder, will render a Bid as non-responsive. The determination as to whether the form adequately documents good-faith efforts entirely resides within the City's discretion. Bidders who cannot meet the minimum participation requirements are strongly encouraged to consult with the City's Supplier Diversity Manager as indicated on the form.

8. Other contractor qualifications and certifications you have that will demonstrate your qualifications and capacity to perform the work required.

b. Bid Sheet. Bidders must complete the bid amounts to include unit pricing, and weighted totals. Unit pricing will prevail where errors or inconsistencies are discovered. The weighted totals will be used to determine the overall low bid amount. The City has weighted the various unit items based on its expectation of the frequency and volume a Contractor would use the listed labor or equipment unit. Bidders must include realistic pricing for every item. The City will expect the selected Contractor to use each of the listed equipment pieces to successfully and efficiently perform the services required under the contract. Failure to include realistic pricing for each item may result, at the City's sole discretion, in disqualification of the Bid as non-responsive. No additional pricing may be included on the bid sheet.

c. Signature and Certification of Acceptance of Bid Terms. All Bidders must sign and date bid where indicated.

H. BID SELECTION PROCESS

1. Selection. City will select the responsive Bid from the responsible Bidder with the lowest total weighted pricing for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.

2. Contract. City will expect Bidder to enter into a one-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.

3. Performance. City expects to commence performance immediately upon contract award.

4. 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.

I. BIDDER PRICING FORM

1. Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Unit pricing will become the contract pricing. Only the below units of pricing may be invoiced against the City.

a. Emergency, Evenings, and Weekends. Emergency work orders – or work that is specifically directed to be performed on evenings and/or weekends - may be billed at the basic contract rates plus 15%.

b. Special Equipment. Contractor may suggest, after contract award, and not in this Bid submission, the use of specialized equipment not otherwise specific in this Bid and priced herein. Billing rates for such equipment will be according to the FEMA Schedule of Equipment Rates found online here: [Schedule of Equipment Rates | FEMA.gov](#), subject to additional negotiation and agreement between City and Contractor. City will have complete discretion whether to approve the use and billing of such recommended additional specialized equipment.

c. Excluded Charges. The City will not accept charges for transportation, fuel, permits, shipping, packaging, or other Contractor expense other than as specified in the Bid.

2. Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, to provide opportunity for City selection and contract award.

3. Should there be a discrepancy between unit prices quoted and weighted totals, the unit price will prevail.



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)

Addendum acknowledged
Chris
Chris Francis

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2024

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 SUN COAST INSURANCE GROUP P.O. BOX 2571 ROBERTSDALE AL 36567		CONTACT NAME: Sarah Olsen PHONE (A/C, No. Ext): 251-424-1140 E-MAIL ADDRESS: solsen@suncoastinsgroup.com FAX (A/C, No): 251-424-1141	
INSURED Chris Francis Tree Care 8727 Glover Ln Daphne AL 36526		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BAS-18226-2	02/18/2024	02/18/2025	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
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is covered as an Additional Insured per contractual agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

CHRIS FRANCIS TREE CARE T01
8266 CR-64
DAPHNE AL 36526

YEAR	LICENSE NO.
2024	79755
ISSUED	EXPIRES
2/9/2024	12/31/2024

561733 LANDSCAPE - STATE LICENSE REQ

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



CHRIS FRANCIS LANDSCAPES
8266 COUNTY ROAD 64
DAPHNE, AL 36526-6072

11 T1 P3539



STATE OF ALABAMA

CONTROL NO.
3357740

BALDWIN COUNTY

LICENSE
2500063

ACCOUNT NO.
28544

ISSUED TO:

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526

LICENSE YEAR
2025

DATE ISSUED		
10	01	2024
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSF	
OCCUPATIONAL LICENSE	

BUSINESS LOCATION:

8727 GLOVER LN
DAPHNE, AL 36526

EXPIRES
9/30/2025

RENEW IN OCTOBER

U67 - #3357748 - T2 - P1531623 - M1

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	1.00	0.00	0.00	0.00	376.00

TRANSFER OF LICENSE

Evidence having been produced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter
State Comptroller

Name of Purchaser

Vernon Barnett
Commissioner of Revenue

Issuing Authority

HARRY D'OLIVE JR
Issuing Authority

TOTAL 376.00

MAIL FEE 0.00

TOTAL WITH MAIL FEE 376.00

2025 - 2500063
10/1/2024 9:26:12 AM
U67 - #3357748
T2 - P1531623 - M1

CHRIS FRANCIS TREE CARE
FRANCIS, CHRIS
8727 GLOVER LN
DAPHNE, AL 36526



Alabama Secretary of State



Entity ID Number		000-623-487
Entity Type		Domestic Limited Liability Company
Principal Address		Not Provided
Principal Mailing Address		Not Provided
Status		Exists
Place of Formation		Baldwin County
Formation Date		02/19/2020
Registered Agent Name		FRANCIS, CHRIS
Registered Office Street Address		8727 GLOVER LANE DAPHNE, AL 36526
Registered Office Mailing Address		8727 GLOVER LANE DAPHNE, AL 36526
Nature of Business		
Organizers		
Organizer Name		WEEKS, LESLIE G.
Organizer Street Address		150 GOVERNMENT STREET SUITE 2000 MOBILE, AL 36602
Organizer Mailing Address		150 GOVERNMENT STREET SUITE 2000 MOBILE, AL 36602
Transactions		
Transaction Date		02/25/2020
Miscellaneous Filing Entry		New Entity Effective 02-19-2020 13:59
Purchase Document Copies		
Document Date / Type / Pages		02/25/2020 Certificate of Formation 4 pgs.

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

EXHIBIT D

[My Company Account](#)

My Company Profile

Company Information

Company Name

Chris Francis Tree Care, LLC

Doing Business As (DBA) Name

Company ID

542257

Enrollment Date

Apr 10, 2012

Employer Identification Number (EIN)

200838186

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

8727 Glover Lane
Daphne, AL 36526

Hiring Sites

Number of Sites

1

Mailing Address

Same as Physical Address

[Edit Hiring Sites](#)

[Edit Company Addresses](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

Paine, John

From: Chris Francis <chris@chrisfrancistreecare.com>
Sent: Tuesday, October 8, 2024 11:16 AM
To: Paine, John
Subject: Re: Confirmation of pricing.

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.

Mr. Paine,

Thank you for reaching out. We are excited to resume work for the city under the new contract and pricing schedule. To answer your questions, yes, all of the stated hourly prices are correct, including the personnel prices per hour. Also, I can confirm that the employees (team members) we will be sending to the City of Mobile meet or exceed the necessary qualification, experience, and performance requirements of those outlined in the bid document. We are ready to go to work! Just let me know what I need to do on my end. Thank you.

CHRIS FRANCIS

- ISA Board Certified Master Arborist (#so-6157B)
- ISA Tree Risk Assessment Qualification
- Alabama State Licensed:
 - Tree Surgery
 - Landscape Design
 - Setting of Landscape Plants
 - Ornamental & Turf Pest Control Supervisor
- ALNLA Certified Landscape Professional
- AUFA Urban Forestry Certification
- University of South Alabama, BS Business Administration
- University of Central Lancashire, MS Arboriculture & Urban Forestry

CHRIS FRANCIS TREE CARE

<http://www.ChrisFrancisTreeCare.com>

On 10/7/2024 3:23 PM, Paine, John wrote:

Chris

We want to confirm that the personnel prices per hour to be charged to the City are correct .

We also want to confirm that the employees that are provided to the City of Mobile have the necessary qualification, experience and performance requirements to meet the requirements that were specified in our bid document.

I have attached a copy of those minimum requirements to this email.

You might want to provide that as additional confirmation.

Thank you

John Paine
Purchasing Agent
City of Mobile

BID TABULATION FOR BID #5902 CITY-WIDE TREE MAINTENANCE AND REMOVAL SERVICE

ALL PRICES ARE PER HOURLY RATE TO BE CHARGED TO THE CITY.

est. hours*

		CHRIS FRANCIS	SPOTSWOOD	CAIN'S	GREENVIEW SOLUTIONS
		unit/extended	unit/extended	unit/extended	unit/extended
80	FIELD SUPER	\$16.00 / \$1,280.00	\$50.00 / \$4,000.00	\$104.50 / \$8,360.00	\$147.00 / \$11,760.00
35	LIFT OPERATOR	\$15.00 / \$525.00	\$60.00 / \$2,100.00	\$104.50 / \$3,657.50	\$127.00 / \$4,445.00
240	CREWMEN	\$11.00 / \$2640.00	\$35.00 / \$8,400.00	\$44.00 / \$10,560.00	\$97.00 / \$23,280.00
	Personnel Total	\$4,445.00	\$14,500.00	\$22,577.50	\$39,485.00
50	BUCKET TRUCK	\$52.00 / \$2,600.00	\$60.00 / \$3000.00	\$109.00 / \$5,450.00	\$25.00 / \$1,250.00
20	KNUCKLEBOOM	\$90.00 / \$1,800.00	\$40.00 / \$800.00	\$109.00 / \$2,180.00	\$95.00 / \$1,900.00
20	DUMP TRUCK	\$5.00 / \$100.00	\$30.00 / \$600.00	\$0.00 / \$0.00	\$95.00 / 1,900.00
20	GRAPPLE	\$12.00 / \$240.00	\$20.00 / \$400.00	\$0.00 / \$0.00	\$79.00 / \$1,580.00
40	CHIPPER	\$160.00 / \$6,400.00	\$15.00 / \$600.00	\$12.00 / \$480.00	\$42.50 / \$1,700.00
4	STUMP GRINDER	\$50.00 / \$200.00	\$21.00 / \$84.00	\$0.00 / \$0.00	\$60.50 / \$242.00
4	SPIDER LIFT	\$50.00 / \$200.00	\$26.00 / \$104.00	\$125.00 / \$500.00	\$116.50 / \$466.00
	Equipment Total	\$11,540.00	\$5,588.00	\$8,610.00	\$9,038.00
	TOTAL	\$15,985.00	\$20,088.00	\$31,187.50	\$48,523.00

*Hours used for weighting and award purposes.

AN ORDINANCE TO AMEND SECTION 41.5 OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 41.5, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Section 41.5 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 41-5. Loitering in parks or playgrounds

- (1) All city parks close at dark, except for boat ramps located in city parks or otherwise posted or during City sponsored or co-sponsored events.
- (2) It shall be unlawful for persons to remain in the city parks or playgrounds of the city after dark or the posted hours of operation.
- (3) **Penalties.**
 - (a) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
 - (b) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

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

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

AN ORDINANCE TO AMEND ARTICLE V OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Article V, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Article V of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

ARTICLE V. – AGGRESSIVE SOLICITATION

Sec. 55-101. - Definitions.

- (1) Solicitation means any solicitation in which a person requests an immediate donation of money, food, cigarettes or other thing of value from another person, and includes but is not limited to seeking donations where the person being solicited receives either nothing or an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.
- (2) Aggressive solicitations means:
 - a. Solicitation while intentionally, knowingly recklessly touching the solicited person without the solicited person's consent;
 - b. Approaching or following the person being solicited in a manner that is intended or is likely to cause a reasonable person to be intimidated into responding affirmatively to the solicitation;
 - c. Solicitation while the solicited person while a patron of an outside cafe;
 - d. Intentionally, knowingly or recklessly obstructing the safe or free passage of the person being solicited or requiring the person to take evasive action to avoid physical contact with the person making the solicitation;

- e. Following behind, ahead or alongside a person who walks away from and/or has clearly communicated a request to stop the solicitation;
- f. Using profane, intimidating or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication during the solicitation which would cause a reasonable person to be fearful or feel compelled comply affirmatively;
- g. Solicitation in a group of two (2) or more adults;
- h. Solicitation when either the solicitation or the person being solicited is located at any of the following locations:
 - i. at a bus stop;
 - ii. in any public transportation vehicle or public transportation facility;
 - iii. in a vehicle which is stopped on a public street or alley, so not to create a hazard and/or disrupt or impede the regular flow of traffic;
 - iv. or within twenty (20) feet in any direction from an automatic teller machine or entrance to a bank or check-cashing business;
- i. Solicitation while under the influence of alcohol or a controlled substance.

(Ord. No. 55-027-2010, § 1-102, 9-21-10)

Sec. 55-102. - Prohibited acts.

(1) It shall be unlawful for any person to engage in Solicitation:

- a. On private property located within the city:
 - i. If the Solicitor refuses to leave the private property when requested by the owner, tenant or lawful occupant of the property; or
 - ii. b. If the owner, tenant, or lawful occupant has asked the person not to solicit on the property or has posted a sign clearly indicating that solicitations are not welcome on the property.

(2) It shall be unlawful to engage in aggressive solicitation.

(Ord. No. 55-027-2010, § 1-103, 9-21-10)

Sec. 55-103. - Exceptions.

Solicitations made in connection with fundraising events held by or on behalf of charitable organizations for which a special event permit has been obtained shall not be deemed solicitation and shall not be unlawful under section 55-102.

(Ord. No. 55-027-2010, § 1-104, 9-21-10)

Sec. 55-104. - Penalties.

- (1) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
- (2) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

(Ord. No. 55-027-2010, § 1-105, 9-21-10)

Sec. 55-105. - Construction and severability.

- (1) Severability is intended throughout and within the provisions of the article. If any section, sentence, clause, or phrase of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.
- (2) This article is not intended to proscribe any demand for payment for services rendered or goods delivered.
- (3) This article is not intended to create a result through enforcement that is absurd, impossible or unreasonable. The article should be held inapplicable in any such cases where its application would be unconstitutional under the Constitution of the State of Alabama or the Constitution of the United States of America.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

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

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

AN ORDINANCE TO AMEND SECTION 57.73 OF THE CODE OF THE CITY OF MOBILE
ALABAMA, 1965

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (City), by and through its City Council, has heretofore adopted Section 57.73, of The Code of the City of Mobile, Alabama, 1965;

WHEREAS, the City wishes to amend the forementioned Code Section in order to implement and incorporate relevant changes made to state laws and to improve the clarity of said Code Section; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: Section 57.73 of the Mobile City Code, 1965, is hereby amended and restated to read as follows:

Sec. 57-73. Obstructions on sidewalks - Generally

- (1) No person who walks, stands, sits, lies, or places an object in such a manner as to intentionally block passage by another person or require another person to take evasive action to avoid physical contact, or who, after being ordered to move by law enforcement officers, remains in or on any public sidewalk in such a manner as to block or impair the movement of pedestrians.
- (2) This ordinance does not apply to any object authorized by the City of Mobile.

(3) Penalties

- (a) A violation of this article may be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment for a term not to exceed six (6) months, or by both as determined by the municipal court.
- (b) In lieu of, or in addition to the penalty provided in this section, a person in violation of this article may be required to perform community service work as prescribed by the court.

(Code 1965, § 55-10)

Cross reference— Obstructing free passage of streets, § 49-1.

Miscellaneous provisions:

Repealer. All ordinances and laws, or parts thereof, that are in conflict with the provisions of this Ordinance, are hereby repealed.

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

Publication. That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License
Submitted by: Bel Air Restaurant, LLC
Location: Tao Hotpot BBQ
3201 Airport Boulevard
Suite A10A
Mobile, AL 36606

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 Agenda Item
10/16/2024	NEW APPLICATION	2024 - 5694	130096	5	October 29, 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

BEL AIR RESTAURANT LLC

Trade Name (DBA)

TAO HOTPOT BBQ

Location Address

3201 AIRPORT BLVD STE A10A

City, State, Zip Code

MOBILE AL 36606

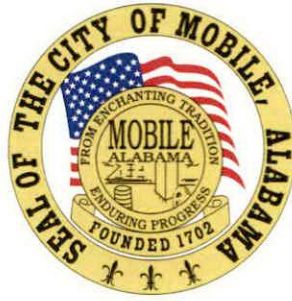
Comments

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

LISA C. LAMBERT
Council Agenda Lead

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Lead
10/16/2024	NEW APPLICATION	2024 - 5694	130096	5	October 29, 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

BEL AIR RESTAURANT LLC

Trade Name (DBA)

TAO HOTPOT BBQ

Location Address

3201 AIRPORT BLVD STE A10A

City, State, Zip Code

MOBILE AL 36606

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

LISA S. JAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/16/2024	NEW APPLICATION	2024 - 5694	130096	5	October 29, 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

BEL AIR RESTAURANT LLC

Trade Name (DBA)

TAO HOTPOT BBQ

Location Address

3201 AIRPORT BLVD STE A10A

City, State, Zip Code

MOBILE AL 36606

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
10/16/2024	NEW APPLICATION	2024 - 5694	130096	5	October 29, 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

BEL AIR RESTAURANT LLC

Trade Name (DBA)

TAO HOTPOT BBQ

Location Address

3201 AIRPORT BLVD STE A10A

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
XIAN F ZHENG	OWNER	NO		

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? 11/01/2024

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

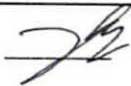
Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 10/16/2024	Application Type NEW APPLICATION	Application Number 2024 - 5694	License Account # 130096	Council District 5	Council Agenda Date October 29, 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 BEL AIR RESTAURANT LLC			Trade Name (DBA) TAO HOTPOT BBQ		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 11/10/2023	SOS Entity ID 001-107-637	State AL	County MOBILE
Federal Tax ID (FEIN) 93-4509614	Alabama State Sales Tax ID R012089482		Business Phone Number		
Physical Address (Street Address, Suite #) 3201 AIRPORT BLVD STE A10A			City MOBILE	State AL	Zip Code 36606
Mailing Address (Street Address, Suite #, PO Box) 3201 AIRPORT BLVD STE A10A			City MOBILE	State AL	Zip Code 36606
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name XIAN F ZHENG	Title OWNER	POA NO	Phone	Email	
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 BEL AIR MALL REALTY HOLDING LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3201 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36606
Bldg Square Footage 5,600	Bldg Seating Capacity 164	Restroom Facilities YES	Patio Area YES	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



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) ZHENG, XIAN FEI				Title OWNER		Driver's License (State, Number)			
Home Address (Street Address, Apt/Unit #)				City MOBILE		State AL	Zip Code 36608		
Date of Birth 3	Place of Birth (City, State, Nation) FUZHOU FUJIAN CHINA			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)						
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									

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

[Signature]

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.

[Signature]

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.

[Signature]

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.

[Signature]

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.

[Signature]

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.

[Signature]

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.

[Signature]

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

XIAN ZHENG

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

10/16/2024

Title of Person Signing this Application

Owner

Sworn to and subscribed before me this **16th** day of **October** 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

October 14, 2024



TAO HOTPOT AND BBQ
3201 AIRPORT BOULEVARD
UNIT A10
MOBILE, AL 36606 USA
ACCOUNT NUMBER: 130096 TERRITORY 5

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>
1899623	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

10/16/2024 10:09AM GLYNIS M.
043013-0002

BUSINESS LICENSE

BEL AIR RESTAURANT LLC
130096

2024 Item: 1899623

ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50
American Express *****1009
Ref=cc77bce0-0c8a-42b4-9b94-9896004d837a
Auth=863172

Change due \$0.00

Paid by: ZHENG/XIAN F



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

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 advertng 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:

BEL AIR RESTAURANT LLC

dba

TAO HOTPOT BBQ

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

3201 AIRPORT BLVD STE A10A

, 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 29, 2024 for application number **2024 - 5694**

- 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: 20241007102046369

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: TAO HOTPOT BBQ Filing Fee: \$50.00
 Applicant: BEL AIR RESTAURANT LLC Transfer Fee:
 Location Address: 3201 AIRPORT BLVD STE A10A MOBILE, AL 36606
 Mailing Address: 3201 AIRPORT BLVD STE A10A MOBILE, AL 36606
 County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: 001-107-637
 Do you sell Draft Beer?:
 Date Incorporated: 11/10/2023 State incorporated: AL County Incorporated:
 Date of Authority:
 Federal Tax ID: 93-4509614 Alabama State Sales Tax ID: R012089482

Name:	Title:	Date and Place of Birth:	Residence Address:
ZIAN FEI ZHENG	OWNER	CHINA	MOBILE, AL 36693

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: XIAN ZHENG
 Business Phone: 917-821-3858
 Fax:

Home Phone:
 Cell Phone:
 E-mail:

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: 20241007102046369

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **BEL AIR MALL REALTY HOLDING LLC**
What is lessors primary business? **COMMERCIAL 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: **5600** Display Square Footage:
Building seating capacity: **164** Does Licensed premises include a patio area? **YES**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20241007102046369



Initial each

☒ *TL*

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ *TL*

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ *TL*

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.

☒ *TL*

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.

☒ *TL*

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.

☒ *TL*

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): *Xian Zheng*

Signature of Applicant: *Xian Zheng*

Notary Name (print):

Notary Signature:

TYLER SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Aug. 24, 2025

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20241007102046369



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 A10A

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Bel Air Restaurant LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): XIAN F ZHENG

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-107-637 DLL
Date 11/10/2023
Time 22:14:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 11 / 10 / 2023 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 10 : 14 ☐ 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).

11 / 10 / 2023
Date (MM/DD/YYYY)

XIAN ZHENG

Signature as required by 10A-5A-2.04

MEMEBER

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:

Bel Air Restaurant LLC

This name reservation is for the exclusive use of Xian Fei Zheng, 4721 Airport
Blvd, Mobile, AL 36608 for a period of one year beginning September 24, 2023
and expiring September 24, 2024



RES116310

**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 24, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 11-21-2023

Employer Identification Number:
93-4509614

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BEL AIR RESTAURANT LLC
TAO HOTPOT AND BBQ
% XIAN FEI ZHENG MBR
3201 AIRPORT BLVD,
STE.A10A
MOBILE, AL 36608

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4509614. 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 1065

03/15/2024

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, estate, trust, EPMF, 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BEL AIR RESTAURANT LLC
3201 AIRPORT BLVD, STE.A10
MOBILE, AL 36606-3205

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012089482	06/1/2024	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

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

RETURN SERVICE REQUESTED

L1895533280

BEL AIR RESTAURANT LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

3201 Joe Treadwell Dr.

Mobile, AL 36606

The above described property is () owned, (X) leased, () sub-leased, or otherwise surrendered to Bel Air Restaurant LLC who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 24 day of _____, 20____.

Bel Air Mall Realty Holding LLC



Notary Public

By:  _____
Property Owner Date

05/03/26

My Commission Expires

Licensee Date



BELLA FRIDMAN-KOSTYKOV
Commission # HH 260629
Expires May 3, 2026

**AGREEMENT TO POST PUBLIC NOTICE SIGN ON
PROPERTY**

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

Bel Air Mall Realty Holding LLC

09/24/2024
Date

By: 

Owner of Property (Signature)
Felix Reznick

Print Name of Property Owner
3201 Joe Treadwell Dr.

Address
Mobile, AL 36606

City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

04/25/2023
Date



Applicant's Signature
Xian Zheng

Print Name of Applicant
3201 Airport Blvd, Ste.A10A

Address
Mobile AL 36606

City State Zip

My Place

City of Mobile Home | GIS Data

Information for Address: 3201 Airport Blvd # A10

Parcel Owner / Mailing Address:

Bel Air Mall Realty Holding LLC
1909 Tyler St Ste 401
Hollywood, FL 33020

Parcel Information:

Parcel: R022909302000027.000 / 1508265

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:

4S1W30

Census Tract:

002900

Zipcode:

36606

--- Public Services ---

Garbage Pickup:

(Thursday East / Route A)

Trash Pickup:

(Wednesday South / 8-TD-4)

Fire District:

(Fire Station 23 Sirmon)

Police Precinct/Beat:

(Precinct 1 Beat 10)

--- Political ---

City Council District:

District: (5)

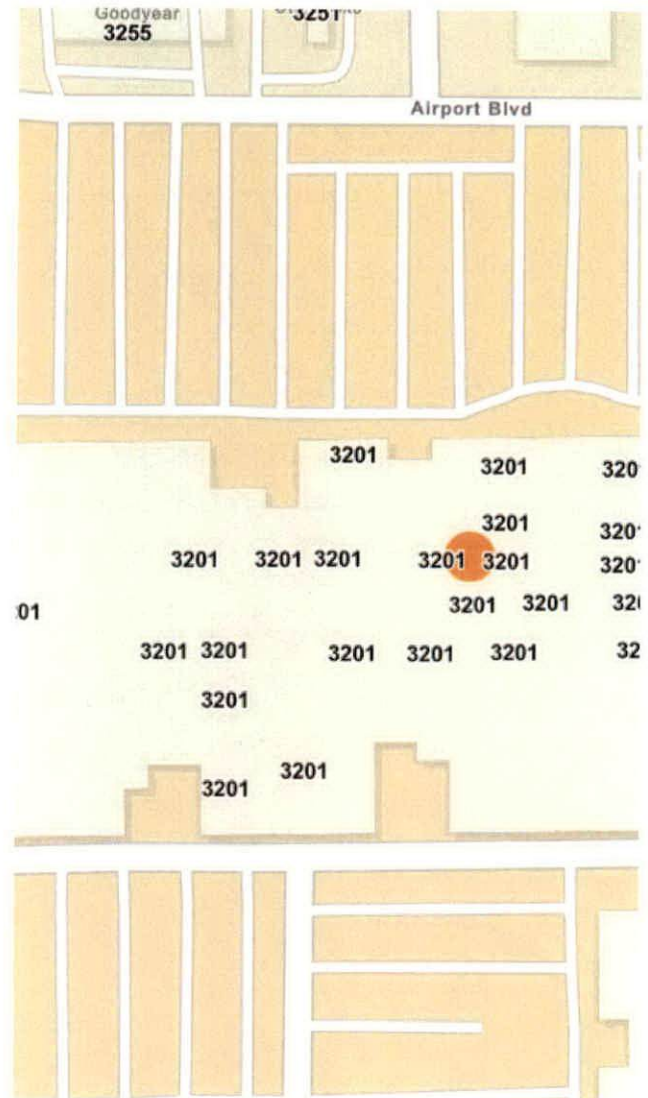
Joel Daves - (251) 208-7441

County Commissioner District:

District: (3)

State House District:

District: (400)

[Search for New Address](#)




MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

- Search
- Pay Tax
- Forms

PARCEL #: 29 09 30 2 000 027.XXX
OWNER: BEL AIR MALL REALTY HOLDING LLC
ADDRESS: 1909 TYLER ST STE 401 HOLLYWOOD FL 3..
LOCATION: 3201 AIRPORT BLVD MOBILE AL 36606-3202

[500-C+]
AIRPORT/I-65-COMMER..
 Land: **12,466,400**
 Acres: **52.636**
 Baths: **1.0**
 Bed Rooms: **0**
 Imp: **88,051,400**
 Sales Info: **10/26/2020 \$37,474,000**
 H/C Sqft: **698,252**
 Land Sch: **MT/51**
 Total: **100,517,800**

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

LAND COMPUTATION

	Code	Acreage	Square Foot	Market Value	CU. Value
MT/51	51 COMMERCIAL	42.9284	1869963	\$12,466,400.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISION1: RESUB OF LOT 2 BEL AIR MALL S/D
 SUB DIVISION2:

MAP BOOK: I PAGE: 2021076191
 MAP BOOK: PAGE:

PRIMARY BLOCK:
 PRIMARY LOT: 2

SECONDARY BLOCK:
 SECONDARY LOT:

SECTION: 30
 CONDO NAME:

TOWNSHIP: 4S
 CONDO BOOK: PAGE:

RANGE: 1W
 CONDO UNITS:

METES AND BOUNDS: LOT 1 RESUB OF LOT 2 BEL AIR S/D 2021076191

SALES INFORMATION

10/26/2020	\$37,474,000.00	10	BOOK: I PAGE: 2020067817	Land & Building	RPI BEL AIR MALL LLC
5/22/2014	\$21,695,186.45	A ST WD / R	BOOK: 7155 PAGE: 190	Land & Building	MARELDA BEL AIR MALL LLC
11/23/2005	\$0.00		BOOK: 5890 PAGE: 1465	Land	MARELDA BEL AIR MALL LLC A
12/29/1998	\$87,730,270.00	D	BOOK: 4662 PAGE: 500	Land & Building	
11/1/1986	\$0.00	D	BOOK: 3008 PAGE: 952	Land & Building	

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE

Revenue Commissioner

MOBILE COUNTY



MOBILE, AL 36683

(251) 574-8530

Powered By: E-Ring, Inc.

Website Disclaimer



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

BEL AIR RESTAURANT LLC

Trade Name (DBA)

TAO HOTPOT BBQ

Location Address

3201 AIRPORT BLVD STE A10A

Zip Code

36606

Application Number

2024 - 5694

Notice Post Date @ Location

10/16/2024

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 29, 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.

LEASE

THIS LEASE ("Lease") is dated as of November 9, 2023 (the "Effective Date"), by and between BEL AIR MALL REALTY HOLDING, LLC, an Alabama limited liability company ("Landlord"), and Bel Air Restaurant LLC, an Alabama limited liability company, d/b/a Tao Hot Pot and BBQ ("Tenant").

1. **EXHIBITS TO LEASE AND DEFINITIONS.** The Exhibits to this Lease referenced below in this Lease are and shall constitute a part of this Lease. The following definitions are applicable to the provisions of this Lease:

"Commencement Date" means the later of: (i) date in which the Tenant receives a fully executed Lease, and (ii) date in which Tenant receives physical possession of the Premises.

"Common Areas" means (i) those exterior areas within the Shopping Center (as defined below) and consisting of: covered and uncovered parking areas, decks and structures; driveways; grassy and landscaped areas; malls, aisles, sidewalks and courts; common utility lines, pipes, wires, appurtenances, improvements and facilities; public lavatories; management offices and maintenance and utility rooms; common loading docks; benches, planters, gazebos, and fountains, and (ii) those other areas and facilities outside of the real property constituting the Shopping Center which are designated as Common Areas by Landlord from time to time, together with all of the improvements situated therein, and which Common Areas service and/or otherwise benefit the Shopping Center, as all of the foregoing may be changed by Landlord from time to time.

"Legal Requirements" means all laws, ordinances, codes, rules and regulations of all applicable public authorities; the rules, regulations and requirements of any fire rating organizations or rating bureaus; and any rules, orders or directives issued by Landlord's insurance companies or agents.

"Permitted Use" shall have the meaning set forth in Section 7(a) of this Lease below.

"Premises" means commercial retail Space No. A10A, consisting of (i) approximately 5,600 square feet of retail space, and (ii) approximately 700 square feet of space utilized as a covered patio, that is situated within the Shopping Center, and is more particularly described on **EXHIBIT A** to this Lease.

"Rent Commencement Date" means the earlier to occur of: (a) Two Hundred Forty (240) days following Commencement Date; or (b) the date on which Tenant opens for business in the Premises for the Permitted Use.

"Shopping Center" means The Shoppes at Bel Air Shopping Center located in Mobile, Alabama, and the defined term **"Shopping Center"** shall include, without limitation, any and all buildings, improvements and Common Areas now or hereafter located upon the real property constituting the Shopping Center, as the same may be expanded, contracted or changed by Landlord from time to time. A plan of the Shopping Center is attached to this Lease as **EXHIBIT B**.

2. **LEASE OF PREMISES FROM LANDLORD TO TENANT.** For the rent and upon the agreements contained in this Lease, as of the Effective Date, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises.

3. **TERM; LEASE YEAR; OPTIONS TO EXTEND.**

IN WITNESS WHEREOF, this Lease has been executed by Landlord and Tenant as of the Effective Date.

LANDLORD

**BEL AIR MALL REALTY HOLDING,
LLC, an Alabama limited liability company**

By: FR
Name: Felix Reznick
Title: Authorized Signatory

TENANT

**BEL AIR RESTAURANT LLC, an Alabama
limited liability company**

By: [Signature]
Name: XIAN ZHENG
Title: MEMBER

Exhibits to Lease Attached

<u>Exhibit A</u>	-	<u>Description of the Premises</u>
<u>Exhibit B</u>	-	<u>Site Plan of the Shopping Center</u>
<u>Exhibit C</u>	-	<u>ACH Payment Authorization and Instructions</u>



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 BEL AIR RESTAURANT LLC				Trade Name (DBA) TAO HOT POT AND BBQ			
Company Physical Address (Street Address, Suite #) 3201 AIRPORT BLVD STE A10A				City MOBILE	State AL	Zip Code 36606	
Business Contact Person Information Name XIAN F ZHENG		Title OWNER	Phone	Email			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 5,600	Parking Provided 19+	Parking Required 19	Compliance ✓		Zoning B-3	Approved ✓	
Comments							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 10-14-2024		

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

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: Wawa Alabama, LLC
Location: Wawa 5805
 664 Schillinger Road South
 Mobile, AL 36695

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/18/2024	NEW APPLICATION	2024 - 5696	130255	6	October 29, 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

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5805

Location Address

664 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

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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DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/18/2024	NEW APPLICATION	2024 - 5696	130255	6	October 29, 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

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5805

Location Address

664 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

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

LISA L. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/18/2024	NEW APPLICATION	2024 - 5696	130255	6	October 29, 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

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5805

Location Address

664 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

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
10/18/2024	NEW APPLICATION	2024 - 5696	130255	6	October 29, 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
WAWA ALABAMA LLC

Trade Name (DBA)
WAWA 5805

Location Address
664 SCHILLINGER ROAD SOUTH

City, State, Zip Code
MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
KATHERINE O'DONNILEY	LEGAL	NO		

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? 11/21/2024

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 10/18/2024	Application Type NEW APPLICATION	Application Number 2024 - 5696	License Account # 130255	Council District 6	Council Agenda Date October 29, 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 WAWA ALABAMA LLC			Trade Name (DBA) WAWA 5805		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/10/2021	SOS Entity ID 000-961-552	State DE	County
Federal Tax ID (FEIN) 87-3917191	Alabama State Sales Tax ID R011473794	Business Phone Number (251) 355-4400			
Physical Address (Street Address, Suite #) 664 SCHILLINGER ROAD SOUTH		City MOBILE	State AL	Zip Code 36695	
Mailing Address (Street Address, Suite #, PO Box)		City WAWA	State PA	Zip Code 19063	
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 KATHERINE O'DONNILEY	Title LEGAL	POA NO	Phone	Email	
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? OWN BUILDING - WARRANTY DEED ATTACHED					
Property Owner Name and/or Contact Person Name GREENF AM ALABAMA VENTURES LLC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City AVENTURA	State FL	Zip Code 33180
Bldg Square Footage 5,919	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 ACW POA

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)	
POPLAWSKI, JOHN MATTHEW		VICE PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		COCHRANVILLE	PA	19330	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	DELAWARE PA USA				
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)		
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532		
	WAWA ALABAMA LLC	WAWA 5800	7095 COTTAGE HILL ROAD MOBILE 36695		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
SCHALLER, BRIAN ANTHONY		VICE PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		GARNETT VALLEY	PA	19060	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
	MORRIS NJ USA				
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)		
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532		
	WAWA ALABAMA LLC	WAWA 5800	7095 COTTAGE HILL ROAD MOBILE 36695		
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)	
WEAVER III, HARRY CLEMMONS		CPM			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
		MANQUIN	VA	23106-2329	1
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 HCW POA

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)	
ECKHARDT, MICHAEL JOHN		VICE PRESIDENT / SEC		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
		PHOENIXVILLE	PA	19460
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
	MONTGOMERY PA USA			
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)	
	WAWA ALABAMA LLC	WAWA 5801	18968 GREENO ROAD FAIRHOPE 36532	
	WAWA ALABAMA LLC	WAWA 5800	7095 COTTAGE HILL ROAD MOBILE 36695	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
RACHUBINSKI, THOMAS WILLIAM		PRESIDENT		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
		GARNET VALLEY	PA	19060
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
	PHILADELPHIA PA USA			
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)	
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)	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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.

Hcw

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

Harry C Weaver III

10/18/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

Zhang Cuiwen POA

10/18/24 C.Pm

Sworn to and subscribed before me this **18** day of **October** 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

October 18, 2024



WAWA ALABAMA LLC
664 SCHILLINGER ROAD SOUTH
MOBILE, AL 36695 USA
ACCOUNT NUMBER: 130225 TERRITORY 6

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>
1901525	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

10/18/2024 10:18AM TARA H.
043063-0001

BUSINESS LICENSE

WAWA ALABAMA LLC
130225

2024 Item: 1901525
ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50
Visa *****5275
Ref=6a115199-b03d-43ee-b9ca-d4fa974cddd9
Auth=001763

Change due \$0.00

Paid by: WEAVER/HARRY



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

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



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241011155428395

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: **WAWA 5805**

Filing Fee: \$100.00

Applicant: **WAWA ALABAMA LLC**

Transfer Fee:

Location Address: 664 SCHILLINGER RD S MOBILE, AL 36695

Mailing Address: WAWA, PA 19063

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: 961 552

Do you sell Draft Beer?:

Date Incorporated: 09/10/2021 State incorporated: DE County Incorporated: NEW CASTLE

Date of Authority: 01/13/2022

Federal Tax ID: 87-3917191

Alabama State Sales Tax ID: R011473794

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN MATTHEW POPLAWSKI	VICE PRESIDENT	PENNSYLVANIA	COCHRANVILLE, PA 19330
BRIAN ANTHONY SCHALLER	VICE PRESIDENT	LEDGEWOD NJ	GARNET VALLEY, PA 19060
THOMAS WILLIAM RACHUBINSKI	PRESIDENT	PHILADELPHIA PA	GARNET ALLEY, DE 19060

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: KATHERINE O DONNILEY

Home Phone:

Business Phone: 813-344-1820

Cell Phone:

Fax:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

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 advertng 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:

WAWA ALABAMA LLC

dba

WAWA 5805

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 **664 SCHILLINGER ROAD SOUTH**, 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 Tuesday

October 29, 2024

- 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(s) 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.

 **POA**
Applicant/POA Signature


Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241011155428395

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GREENFAM ALABAMA VENTURES LLC
What is lessors primary business? REAL ESTATE HOLDINGS
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: 5919 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: 20241011155428395

Initial each

KOD
KOD

KOD

XX

XX

XX

KOD

KOD

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned,

if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the

forementioned 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.

Alcoholic Beverage Control Board.

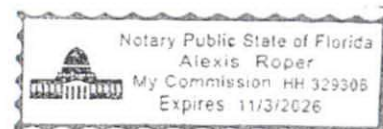
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Katherine O'Donnley

Signature of Applicant: KOD

Notary Name (print): Alexis Roper

Notary Signature: Alexis Roper



Commission expires: 11/03/2026

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:

AFFIDAVIT

STATE OF PENNSYLVANIA

COUNTY OF Delaware

THEN CAME John Poplawski, and having been duly sworn doth hereby depose and upon oath state as follows:

1. My name is John Poplawski and I am the Vice President of WAWA, INC., a business entity that has a current application pending for an Alabama ABC license, and I make these statements upon personal belief and knowledge.

2. WAWA, INC. is the correct Legal name of the said business and its physical address is: 260 West Baltimore Pike, Wawa, PA 33695.

3. The address of the premises to be licensed is: 664 Schillinger Road South, Mobile, AL 33695.

4. I understand that Alabama maintains a three-tier system of control over the sale, distribution, purchase, transportation, manufacture, consumption, and possession of alcoholic beverages in this state.

5. Further, I understand that pursuant to Code of Alabama 1975 § 28-3-4, there shall be a strict separation of the financial and business interests between the various classes (tiers) of businesses regulated by the Alabama ABC Board.

I/we understand this means, in part, that a retail licensee, may not have any interest, direct or indirect, in any manufacturer or wholesaler of alcoholic beverages. Further, a wholesale licensee may not have any interest, direct or indirect, in a manufacturer or retailer; and, a retail licensee may not have any interest, direct or indirect, in a manufacturer or wholesaler. No person or corporation shall by any device whatsoever, directly or indirectly, evade the provisions of §28-3-4.

Under the penalties of perjury, I/we declare that I/we have read and understood this affidavit and the information provided herein is true, correct and complete, and the Affiant declares that the applicant for licensure is not an owner, shareholder, officer, member in a business with an ABC License in another tier than the tier for which the subject of this affidavit has applied. And further, in the case of an applicant who is an artificial entity, that the entity has no owner, shareholder, officer, or member that is under 21 years of age or that holds any interest in a business licensed in a tier other than the tier for which the subject of this Affidavit has applied.



Signature of Applicant

9-24-24

Date

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



NOTARY PUBLIC

My Commission Expires:

09-08-2027

Commonwealth of Pennsylvania - Notary Seal
Michelle Morrison, Notary Public
Delaware County
My commission expires September 8, 2027
Commission number 1436093
Member, Pennsylvania Association of Notaries

Index
Citizenship Documents

- **Thomas W. Rachubinski, President**
 - **Driver's license & Passport**
- **M. Preston Hawkins, VP & Treasurer**
 - **Driver's License & Passport**
- **Michel J. Eckhardt, VP & Secretary**
 - **Driver's License & Passport**
- **John M. Poplawski, Vice President**
 - **Driver's License & Passport**
- **Brian A. Schaller, Vice President**
 - **Driver's License & Passport**
- **Tara Gibbons, Ass't Secretary**
 - **Driver's License & Birth Certificate**
- **Carolyn Maddaloni, Ass't Secretary**
 - **Driver's License & Birth Certificate**



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-12-2024

THOMAS WILLIAM RACHUBINSKI

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

THOMAS WILLIAM RACHUBINSKI

Search Completed Result

02-12-2024

E2024043000000167297

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-19-2024

MICHAEL J ECKHARDT

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

MICHAEL J ECKHARDT

Search Completed Result

02-19-2024

E2024050000000164952

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

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Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-07-2024

JOHN MATTHEW POPLAWSKI

The Criminal Justice Information Services (CJIS) Division of the
Federal Bureau of Investigation has completed the following
fingerprint submission:

Subject Name

JOHN MATTHEW POPLAWSKI

Search Completed Result

02-07-2024

E202403800000231306

A SEARCH OF THE FINGERPRINTS PROVIDED BY
THIS INDIVIDUAL HAS REVEALED NO PRIOR
ARREST DATA AT THE FBI. THIS DOES NOT
PRECLUDE FURTHER CRIMINAL HISTORY AT
THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the
submission was originally completed. For more updated information,
please submit new fingerprints of the subject.
In order to protect personally identifiable information, as of
August 17, 2009, FBI policy has changed to no longer return the
fingerprint cards. This form will serve as the FBI's official
response.

This Identity History Summary (IHS) is provided pursuant
to 28 CFR 16.30-16.34 solely for you to conduct a personal review
and/or obtain a change, correction, or updating of your record.
This IHS is not provided for the purpose of licensing or
employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at
(304) 625-5590. You may also visit the Web site at www.fbi.gov for
further instructions.

Chris Ormerod

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 02-13-2024

BRIAN ANTHONY SCHALLER

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

BRIAN ANTHONY SCHALLER

Search Completed Result 02-13-2024 E2024044000000229859

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

A large, stylized handwritten signature in black ink, which appears to read "Chris Ormerod".

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, John M. Poplawski, as a Vice President of Wawa Alabama, LLC, a Delaware limited liability company, the undersigned, do hereby grant a limited and specific power of attorney to Harry Weaver, as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

All acts required and related to alcohol licensing and tobacco licensing for stores for Wawa Alabama, LLC, located in Alabama, specifically related to delivery and signing of the local application and the authority to pick up the approval letters once released by local jurisdictions.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 12th day of June, 2024.


Signature

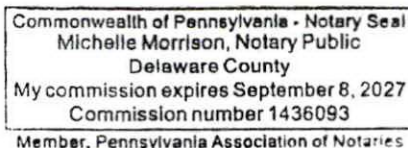
State of Pennsylvania

County of Delaware

I, Michelle Morrison, a notary public, hereby certify that John M. Poplawski, as a Vice President of Wawa Alabama, LLC, a Delaware limited liability company, personally appeared and who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Given under my hand this 12th day of June 2024.

(Seal)




Notary Public

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, John Poplawski, as Vice President of Wawa Alabama, LLC, the undersigned, do hereby grant a limited and specific power of attorney to Katherine O'Donniley, of 3225 S. MacDill Ave, Ste. 129-284, Tampa, FL 33629, as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

All acts required and related to alcohol licensing and tobacco licensing for Wawa stores located in Alabama that are licensed under the applicant name Wawa Alabama, LLC.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 11th day of March, 2024.


Signature

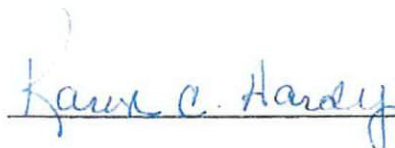
State of Pennsylvania
County of Delaware

I, Karon C Hardy, a notary public, hereby certify that John Poplawski, as Vice President of Wawa Alabama, LLC, personally appeared and who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Given under my hand this 11th day of March, 2024.

(Seal)

Notary Public



Commonwealth of Pennsylvania - Notary Seal
Karon C Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2027
Commission Number 1066747

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "WAWA ALABAMA, LLC" IS DULY FORMED
UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND
HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS
OF THE TWENTY-NINTH DAY OF JANUARY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN
PAID TO DATE.



6227289 8300

SR# 20240270668

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202686578

Date: 01-29-24

CORPORATE DISCLOSURE

Re: Wawa Alabama, LLC
260 West Baltimore Pike
Media, Pennsylvania 19063

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

Tara Gibbons, having been first duly sworn according to law, upon her oath deposes and hereby certifies that:

1. I am the Assistant Secretary of the above-mentioned corporation. I am fully familiar with the facts concerning the names of the stockholders and the percentage of the capital stock held by each stockholder in said corporation as of the date of the application of which this Corporate Disclosure form constitutes a part.

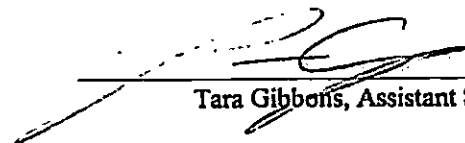
2. The following information is submitted knowing that the truthfulness of the statements contained herein will be relied upon in evaluating the application submitted by said corporation:

- A. Name of Corporation: Wawa Alabama, LLC
- B. Registered agent of Corporation: C.T. Corporation,
Wilmington, DE 19801
- C. Principal office of Corporation: 260 W. Baltimore Pike
Media, PA 19063
- D. Names of directors of the Corporation are as follows: See attached.
- E. Names and addresses of the stockholders of the Corporation owning ten percent (10%) or more of stock of the Corporation and the approximate percentage held by each are as follows, as of September 20, 2023:

<u>Name of Stockholder</u>	<u>Percentage of Capital Stock Held</u>
Wawa, Inc.	100%

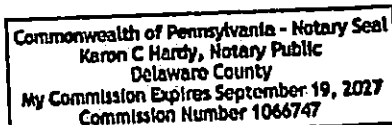
260 West Baltimore Pike
Media, PA 19063

IN WITNESS WHEREOF, the undersigned has executed this Corporate Disclosure as of the ____ day of January 2024.


Tara Gibbons, Assistant Secretary

Sworn and subscribed to before me
This 21st day of January 2024


Notary Public of the
Commonwealth of Pennsylvania



WAWA ALABAMA, LLC

BOARD OF DIRECTORS

As of January 31, 2024, listed below are the members of Wawa's Board of Directors:

Thomas W. Rachubinski

Michael J. Eckhardt

M. Preston Hawkins

Brian Schaller

John Poplawski

Tara Gibbons

Carolyn Maddaloni

Wawa Alabama, LLC



Wawa, Inc.

100%

The names and title of the officers of Wawa Alabama, LLC are listed below:

Corporate Officers

President	Thomas W. Rachubinski
Vice President and Treasurer	M. Preston Hawkins
Vice President and Secretary	Michael J. Eckhardt
Vice President	John M. Poplawski
Vice President	Brain A. Schaller
Assistant Secretary	Tara Gibbons
Assistant Secretary	Carolyn Maddaloni

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
WAWA ALABAMA, LLC
(A Delaware Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) of Wawa Alabama, LLC (the “Company”), is made as of December 1, 2021, by Wawa, Inc., a New Jersey corporation (the “Member”) to establish and organize the Company. The Member, intending to be legally bound, hereby sets forth the terms of its agreement as to the affairs of the Company and the conduct of its business, as follows:

**ARTICLE 1
FORMATION, PURPOSE AND DEFINITIONS**

1.1 Establishment of Limited Liability Company. The Member hereby agrees to establish and organize the Company pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.), as heretofore or hereafter amended (the “Act”), upon the terms set forth in this Agreement. The Member is hereby admitted to membership in the Company and shall be the sole member of the Company.

1.2 Name. The Company intends to carry on a business for profit under the name “Wawa Alabama, LLC.” The Company may conduct its activities under any other name designated by the Member. The Member shall be responsible for complying with any registration requirements in the event an alternate name is used.

1.3 Principal Place of Business of the Company. The principal place of business of the Company shall be located at such location in the State of Alabama as the Member, as a matter of discretion, may determine. The registered agent for the service of process and registered office of the Company shall be the person and location set forth in the Company’s Certificate of Formation filed with the Office of the Secretary of State of the State of Delaware. The Member may, from time to time, change such registered agent and registered office, by appropriate filings as required by law.

1.4 Purpose. The Company’s purpose shall be to engage in any business activity in which a limited liability company may engage under the Act.

1.5 Duration. Unless the Company shall be earlier terminated in accordance with Article 6, it shall continue in existence in perpetuity.

1.6 Other Activities of Member. The Member may engage in or possess an interest in other business ventures of any nature, whether or not similar to or competitive with the activities of the Company.

1.7 Federal Income Tax Status. The Company has been structured to be disregarded as an entity separate from the Member for federal income tax purposes.

1.8 Reorganization and Restructurings. The Company shall have the right and authority, with the consent of the Member, to reorganize and restructure as needed.

1.9 Qualification in other Jurisdictions. The Board of Directors or the officers designated by the Board of Directors shall have the authority to qualify the Company to do business in any foreign jurisdiction in which the conduct of the Company's business or the Company's ownership or leasing of property requires such qualification or makes such qualification, in the judgment of the Board, necessary or desirable.

ARTICLE 2 CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. The Member, as its contribution to the capital of the Company, will contribute \$15,000,000.00 to the Company in exchange for 100 units of membership interest in the Company, which represent all of the outstanding units of membership interest in the Company. The receipt by the Member from the Company of any distributions whatsoever (whether pursuant to Section 3.1 or otherwise and whether or not such distributions may be considered a return of capital) shall not increase the Member's obligations under this Section 2.1.

2.2 Additional Capital Contributions. The Member may, but shall not be required to, make additional capital contributions to the Company. For the avoidance of doubt, the Member shall not receive additional units of membership interest in the Company for such additional capital contributions.

2.3 Limitation of Liability of Member. The Member shall not have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, beyond the Member's capital contribution, except as may be expressly required by this Agreement or applicable law.

2.4 Loans. If the Member makes any loans to the Company, or advances money on his behalf, the amount of any such loan or advance shall not be deemed an increase in, or contribution to, the capital contribution of the Member. Interest shall accrue on any such loan at an annual rate agreed to by the Company and the Member (but not in excess of the maximum rate allowable under applicable usury laws).

ARTICLE 3 DISTRIBUTIONS

3.1 Distributions. The Company shall make distributions of cash or other assets to the Member at the times and in the manner that the Board deems appropriate and as permitted by applicable law.

ARTICLE 4 MANAGEMENT OF THE COMPANY

4.1 Board of Directors. Unless delegated by the Board or as otherwise set forth herein, the business and affairs of the Company shall be managed by or under the direction

of the Board of Directors (the "Board of Directors" or the "Board"). Each person serving on the Board shall have all the powers of a "manager" under the Act. The Board shall consist of at least two individuals. The initial Board shall consist of the individuals listed below, who shall be deemed duly appointed to the Board as of the date of this Agreement and shall serve until his or her successor is duly elected, or until the director's earlier death, resignation, disqualification or removal.

Kevin M. Wiggins
Michael J. Eckhardt
Jared G. Culotta
Thomas W. Rachubinski
Maria Kalogredis

The Member may elect directors to serve on the Board from time to time. A director may resign at any time by delivering written notice to the President of the Company. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Subject to the provisions of this Agreement, the Member may remove one or more directors from office at any time, with or without cause. The Member may fill any vacancy, whether temporary or permanent, which then may exist on the Board. In addition, subject to the foregoing, in the event of a vacancy on the Board, the remaining directors, although less than a quorum, may fill such vacancy by vote of a majority of such remaining directors.

4.2 Board Fees; Expenses. The Company shall pay the reasonable out-of-pocket expenses incurred by each director in connection with attending the meetings of the Board and any committee thereof (unless such expenses shall have been paid or are required to be paid by any other person).

4.3 Meetings. Meetings of the Board and any committee thereof shall be held at such location as may be determined by the President, Secretary, the Board or such committee. Regular meetings of the Board shall be held on such dates and at such times as shall be determined by the Board. Special meetings of the Board or any committee may be called by the President, Secretary or the Board upon at least three days' prior notice to the other directors (or, in the case of a special meeting of any committee of the Board, by any member thereof), which notice shall state the purpose or purposes for which such meeting is being called. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

4.4 Quorum. A majority of the directors serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

4.5 Participation. Any director may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all directors participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

4.6 Binding Act. Each director shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the directors constituting a quorum shall be the act of the Board.

4.7 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting if a written consent of a majority of the directors on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present.

4.8 Officers.

(a) **Designation and Appointment.** The officers of the Company shall include the President, Treasurer, Secretary, and one or more Vice-Presidents. The Board may, from time to time, appoint additional persons as officers of the Company, with such titles as may be authorized by the Board. Any number of offices may be held by the same person. In its discretion, the Board may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware. Any officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he shall resign or shall have been removed.

(b) **President.** The President shall have general supervision over the business of the Company and other duties incident to the office of president, and any other duties as may be from time to time assigned to the President by the Board and subject to the control of the Board in each case. The initial President shall be Kevin M. Wiggins, who shall be deemed duly appointed as President as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(c) **Vice-President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President. Each Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board or the President. The initial Vice-Presidents shall be Jared G. Culotta, Michael J. Eckhardt, Brian A. Schaller, Thomas W. Rachubinski and Maria Kalogredis who shall be deemed duly appointed as the Vice-Presidents as of the date of this Agreement and shall serve until their successors are duly elected, or until their earlier death, resignation, disqualification or removal.

(d) **Secretary.** The Secretary shall attend all sessions of the Board and record all votes and the minutes of all proceedings and shall perform like duties for committees

when required. He or she shall give, or cause to be given, notice of all meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President. The initial Secretary shall be Michael J. Eckhardt, who shall be deemed duly appointed as Secretary as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(e) Assistant Secretary. In the absence of the Secretary or in the event of his or her inability or refusal to act, the Assistant Secretary (or in the event there be more than one Assistant Secretary, the Assistant Secretaries in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the Secretary. He or she shall give, or cause to be given, notice of all meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President. The initial Assistant Secretaries shall be Maria Kalogredis and Katherine J. Dickinson, who shall be deemed duly appointed as the Assistant Secretaries as of the date of this Agreement and shall serve until their successors are duly elected, or until their earlier death, resignation, disqualification or removal.

(f) Treasurer. The Treasurer shall have the custody of the corporate funds and shall cause to be kept full and accurate accounts of receipts and disbursements and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall render to the President and the Board, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company. The initial Treasurer shall be Jared G. Culotta, who shall be deemed duly appointed as Secretary as of the date of this Agreement and shall serve until his successor is duly elected, or until his earlier death, resignation, disqualification or removal.

(g) Resignation/Removal. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such at any time with or without cause by the Board. Designation of an officer shall not of itself create any contractual or employment rights.

(h) Duties of Officers Generally. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

(i) Compensation of Officers. Officers of the Company shall not be compensated for their duties as officers of the Company.

4.9 Members' Right to Act. Nothing in this Article 4 derogates from the power of the Member to cause the Company to act.

ARTICLE 5

TRANSFER OF MEMBERSHIP INTERESTS; ADDITIONAL MEMBERS

5.1 General Restriction. The Member may transfer all or any portion of its membership interest in the Company at any time or from time to time, to the extent and in the

manner provided by applicable law.

5.2 Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

ARTICLE 6 DISSOLUTION AND LIQUIDATION

6.1 Events Triggering Dissolution. The Company shall dissolve and commence winding up and liquidation upon the first to occur of any of the following ("Liquidating Events"):

- (a) the written consent of the Member; or
- (b) the entry of a decree of judicial dissolution under the Act.

The Company shall not be dissolved for any other reason, including without limitation, the Member's becoming bankrupt or executing an assignment for the benefit of creditors.

6.2 Liquidation. Upon dissolution of the Company in accordance with Section 6.1, the Company shall be wound up and liquidated by the Member or by a liquidating director selected by the Member. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

- (a) to creditors, including the Member if it is a creditor, in the order of priority as established by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member under the Act; and then
- (b) to the setting up of any reserves in such amount and for such period as shall be necessary to make reasonable provisions for payment of all contingent, conditional or unmatured claims and obligations known to the Company and all claims and obligations known to the Company but for which the identity of the claimant is unknown; and then
- (c) to the Member, which liquidating distribution may be made to the Member in cash or in kind, or partly in cash and partly in kind.

6.3 Certificate of Dissolution. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Member shall on behalf of the Company prepare and file a certificate of cancellation with the Office of the Secretary of the State of the State of Delaware, as required by the Act. When such certificate is

filed, the Company's existence shall cease.

ARTICLE 7 ACCOUNTING AND FISCAL MATTERS

7.1 Fiscal Year. The fiscal year of the Company shall end on the last Sunday of the calendar year.

7.2 Method of Accounting. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied.

7.3 Financial Books and Records. All books of account shall, at all times, be maintained in the principal office of the Company or at such other location as may be specified by the Member.

ARTICLE 8 RIGHTS AND OBLIGATIONS OF MEMBER; EXCULPATION AND INDEMNIFICATION

8.1 No liability of Member. The Member shall not have any duty to the Company except as expressly set forth herein, in other written agreements or as otherwise required by applicable law.

8.2 Liability of Officers and Directors; Limits. No director or officer of the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:

(a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the director or officer in question;

(b) a breach of the duty of loyalty of such director or officer to the Company or the Member;

(c) a transaction from which the officer or director derived an improper personal benefit; or

(d) in the case of an officer, breach of such person's duties pursuant to Section 4.8(g);

(the conduct described in each of the foregoing clauses (a) through (d), inclusive, being hereinafter referred to as "Improper Conduct"). In performing his or her duties, each such person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid) of the following other persons or groups: one or more officers or

employees of the Company; any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; any director; or any other person who has been selected with reasonable care by or on behalf of the Company or the Board, in each case as to matters which such relying person reasonably believes to be within such other person's competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in Section 18-406 of the Act.

8.3 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, director or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's capital contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.

8.4 Right to Indemnification. Subject to the limitations and conditions as provided in this Article 8, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a director, Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article 8 shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 8 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer or director to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer or director.

8.5 Advance Payment. The right to indemnification conferred in this Article 8 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 8.6 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such

person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under Article 8 and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 8 or otherwise.

8.6 Indemnification of Employees and Agents. The Company, upon the direction of the Board, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 8.4 and 8.5. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.

8.7 Appearance as a Witness. Notwithstanding any other provision of this Article 8, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by any Member, director, officer or agent in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

8.8 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 8 shall not be exclusive of any other right that a Member, director, officer or other person indemnified pursuant to this Article 8 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.

8.9 Insurance. The Company may purchase and maintain (if and to the extent feasible, as determined by the Board) insurance, at its expense, to protect itself and any Member, director, officer or agent of the Company who is or was serving at the request of the Company as a director, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article 8.

8.10 Savings Clause. If this Article 8 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article 8 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 MISCELLANEOUS

9.1 Amendments. Amendments to this Agreement may be made only with the consent of the Member.

9.2 Binding Effect. Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and, subject to Article 5, its successors and assigns.

9.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without reference to conflict of laws principles.

9.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

In witness of which the Member has signed this instrument on and as of the date first set forth above.

MEMBER:

Wawa, Inc.

By: *Kevin Wiggins*
Kevin Wiggins (Dec 20, 2021 10:00 EST)
Name: Kevin M. Wiggins
Title: Vice President, Chief Financial
Officer

**WAWA, INC IS 100% OWNER OF
APPLICANT – WAWA ALABAMA, LLC**

**CORPORATE DOCUMENTS
WAWA, INC.**

- **Certificate of Good Standing**
 - **Corporate Disclosure**
 - **Board of Directors**
- **Articles of Incorporation**

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**WAWA, INC.
9207060000**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on March 10, 1865.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**CT CORPORATION SYSTEM
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628**



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 29th day of January, 2024

Elizabeth Maher Muoio

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6150310090

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

CORPORATE DISCLOSURE

Re: Wawa, Inc.
260 West Baltimore Pike
Wawa, Pennsylvania 19063

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

Tara Gibbons, having been first duly sworn according to law, upon her oath deposes and hereby certifies that:

1. I am the Assistant Secretary of the above-mentioned corporation. I am fully familiar with the facts concerning the names of the stockholders and the percentage of the capital stock held by each stockholder in said corporation as of the date of the application of which this Corporate Disclosure form constitutes a part.

2. The following information is submitted knowing that the truthfulness of the statements contained herein will be relied upon in evaluating the application submitted by said corporation:

- | | | |
|----|--|--|
| A. | Name of Corporation: | Wawa, Inc. |
| B. | Registered agent of Corporation: | C.T. Corporation,
Trenton, New Jersey |
| C. | Principal office of Corporation: | 260 W. Baltimore Pike
Wawa, PA 19063 |
| D. | Names of directors of the Corporation are as follows: | See attached. |
| E. | The only stockholders of the Corporation owning five percent (5%) or more of stock of the Corporation is the Wawa, Inc. Employee Stock Ownership Plan: | |

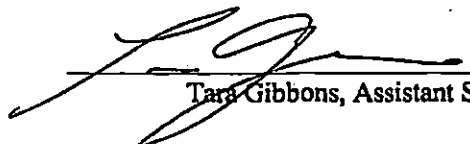
<u>Name of Stockholder</u>	<u>Percentage of Capital Stock Held</u>
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Wawa, Inc. Employee Stock Ownership Plan
(a Company Sponsored Retirement Plan)

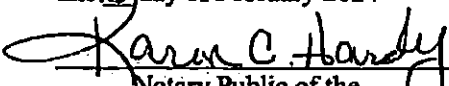
38.09%

Wawa, Inc.
260 West Baltimore Pike
Wawa, PA 19063

IN WITNESS WHEREOF, the undersigned has executed this Corporate Disclosure as of the 12
day of February 2024.


Tara Gibbons, Assistant Secretary

Sworn and subscribed to before me
this 12 day of February 2024


Notary Public of the
Commonwealth of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
Karon C Hardy, Notary Public
Delaware County
My Commission Expires September 19, 2027
Commission Number 1066747

WAWA, INC.

BOARD OF DIRECTORS

As of May 5, 2023, listed below are the members of Wawa's Board of Directors:

Michael J. Bender

James Alexander Douglas, Jr.

Christopher T. Gheysens

Kimberly J. Jenkins

Kim A. Lopdrup

Blythe J. McGarvie

Debra A. Polishook

Howard B. Stoeckel

George Wood

Richard D. Wood III

CERTIFICATE OF AMENDMENT OF CHARTER

OF

THE MILLVILLE MANUFACTURING COMPANY.

---oooOooooooo---

The location of the principal office in this State is at the office of the Works of said Company on Columbia Avenue, in the City of Millville, in the County of Cumberland,

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served is Daniel C. Lewis.

RESOLUTION OF DIRECTORS.

The Board of Directors of THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, on this Thirty-first day of May, A.D. nineteen hundred and five, do hereby RESOLVE AND DECLARE that it is advisable that this Company shall have power to extend its business to other branches, and to conduct some part of the same outside of the State of New Jersey, and to that end it is hereby declared that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey, entitled, "An Act to incorporate The Millville Manufacturing Company", approved March 10, 1888, and the several supplements thereto and acts amendatory thereof, and, in addition thereto to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the

general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandise and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind and to manufacture, buy and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain or cereals of any kind and to buy, sell, trade and deal in the products of such manufactories and in said grains or cereals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery and all materials, products and supplies used in connection with manufacturing flour, feed and food products of every kind.

To hold for investment, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidence of indebtedness created by other corporation or corporations, and while the holder thereof to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights

or privileges which the Company may deem necessary or convenient for the purposes of its business.

To acquire the good will, rights, property and assets of all kinds, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation, and to pay for the same in cash, stock of this corporation, bonds, debentures or other securities of this corporation or otherwise.

To make and enter into, perform and carry out contracts of every sort and kind, with any person, firm, association, corporation, private, public or municipal, or body politic, and with the government of the United States or any State, Territory or Colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise acquire and hold, own, use, operate, introduce and sell, assign, or otherwise dispose of any and all trade marks, formulas, secret processes, trade names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, and any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account any and all such trade marks, patents, licenses, concessions, processes, copy rights, labels and the like, and any such property, rights and information so acquired.

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same and any articles or products in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with

and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and lands in the United States or elsewhere and any interest therein and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market ore, metal and mineral substances of all kinds, and to carry on any other operations, which may seem conducive to any of the company's objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and, generally, to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and

water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and of all products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power, for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business;

to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woolen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with, or incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the Company.

To carry on the business of cotton doublers, weavers, flax, jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen spinners, yarn merchants, worsted makers, stuff and silk manufacturers, bleachers and dyers, and makers of vitriol, bleaching and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, fiddled, natted or looped.

The business or purpose of the Company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other States, and in the Territories and in foreign countries, and may have one office or more than one office, and keep the books of the

Company outside of the state of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the State of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds, and other obligations, in payment for property purchased or acquired by it, or for any other object. in or about its business; to mortgage or pledge any stocks, bonds, or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and exercise, and which now or hereafter may be authorized by law.

And we do hereby call a meeting of the stockholders of this corporation to be held at the Company's office, in the City of Millville, New Jersey, on Thursday, the fifteenth day of June, nineteen hundred and five, at the hour of ten thirty o'clock in the forenoon to take action on the above resolution.

CERTIFICATE OF CHANGE.

THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, doth hereby certify that it has determined to extend its business to other branches, and to conduct some part of the same outside of the State of New Jersey, and to that end doth further certify that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey entitled, "An Act to incorporate The Millville Manufacturing Company", approved March 10, 1865, and the several supplements thereto and acts amendatory thereof, and, in addition thereto to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandise and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind and to manufacture, buy, and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain

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or cereals of any kind and to buy, sell, trade and deal in
the products of such manufacturers and in said grains or co-
reals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery
and all materials, products and supplies used in connection
with manufacturing flour, food and food products of every
kind.

To hold for investment, purchase or otherwise acquire, to
sell, assign, transfer, mortgage, pledge or otherwise dispose
of shares of the capital stock and bonds, debentures or other
evidence of indebtedness created by other corporation or
corporations, and while the holder thereof to exercise all
the rights and privileges of ownership, including the right
to vote thereon, to the same extent as a natural person might
or could do.

To purchase, take on lease, or in exchange, hire or other-
wise acquire, any real and personal property, and any rights
or privileges which the company may deem necessary or con-
venient for the purposes of its business.

To acquire the good will, rights, property and assets of
all kinds, and to undertake the whole or any part of the
liabilities of any person, firm, association or corporation,
and to pay for the same in cash, stock of this corporation,
bonds, debentures or other securities of this corporation or
otherwise.

To make and enter into, perform and carry out contracts
of every sort and kind, with any person, firm, association, cor-
poration, private, public or municipal, or body politic, and
with the government of the United States, or any state,
territory or colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise
acquire and hold, own, use, operate, introduce and sell, assign,
or otherwise dispose of any and all trade marks, formulas,

secret processes, trade names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, and any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any and all such trade-marks, patents, licenses, concessions, processes, copy rights, labels, and the like, and any such property, rights and information so acquired.

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same, and any articles or product in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and land in the United States or elsewhere and any interest therein, and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market, ore, metal and mineral substances of all kinds, and to carry on any other operations which may seem conducive to any of the Company's objects; to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase, and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and generally to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and to sell the products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and

for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business; to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woolen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with, or incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the Company.

To carry on the business of cotton doublers, weavers, flax,

Jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen spinners, yarn merchants, worsted makers, stuff and silk manufacturers, bleachers, dyers, and makers of vitriol, bleaching and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, fiddled, natted or looped.

X The business or purpose of the Company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other states, and in the territories, and in foreign countries, and may have one office or more than one office, and keep the books of the Company outside of the State of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the State of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to mortgage or pledge any stocks, bonds or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and

exercise, and which now or hereafter may be authorized by law, said determination to make an extension of its business and to conduct some part thereof outside of the State of New Jersey, having been declared by resolution of the Board of Directors of said corporation to be advisable, and having been duly and regularly assented to by the vote of two-thirds in interest of its stockholders having voting powers, at a meeting duly called by the Board of Directors for that purpose; and the written assent of said stockholders is hereto appended.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by its President and Secretary, and its corporate seal to be hereto affixed, the Fifteenth day of June, A.D., nineteen hundred and five.

Emory Wood
.....
President.

Richard W. Wood
.....
Secretary.

ATTNST:

Richard W. Wood
.....
Secretary.

STATE OF NEW JERSEY,

COUNTY OF CUMBERLAND, SS.

BE IT REMEMBERED, that on this Fifteenth-----
day of June, nineteen hundred and five, before me, the sub-
scriber a Master in Chancery of the State of New Jersey,
personally appeared RICHARD D. WOOD, Secretary of THE MILL-
VILLE MANUFACTURING COMPANY, the corporation mentioned in
and which executed the foregoing certificate, who being by
me duly affirmed-----says that he is such Secretary,
and that the seal affixed to said certificate is the corpor-
ate seal of said corporation, the same being well known to
him; and that GEORGE WOOD, is President of said corporation,
and signed said certificate and affixed the said seal there-
to, and delivered said certificate by authority of the Board
of Directors and with the assent of at least two-thirds in
interest of the stockholders of said corporation having vot-
ing powers as and for his voluntary act and deed, and the
voluntary act and deed of said corporation, in presence of
deponent, who thereupon subscribed his name thereto as attest-
ing witness.

And he further says that the assent hereto appended is
signed by at least two-thirds in interest of the stockhold-
ers of said corporation having voting powers, either in per-
son or by their several duly constituted attorneys in fact,
thereunto duly authorized in writing.

Subscribed and affirmed be- #

fore me this Fifteenth day #

of June A.D. 1905. #

Richard D. Wood.

[Signature]
[Signature]

STOCKHOLDERS' ASSENT TO CHANGE.

We, the subscribers, being at least two-thirds in interest of the stockholders of THE MILLVILLE MANUFACTURING COMPANY, having voting powers, having, at a meeting regularly called for that purpose, and held in the City of Millville, New Jersey, at the principal office of said Company, on Thursday, the Fifteenth day of June, nineteen hundred and five, at ten thirty o'clock in the forenoon, having voted in favor of amending the charter of said Company in such manner that this Company shall have power to extend its business to other branches and to conduct some part of the same outside of the State of New Jersey, and to that end it is hereby declared that the objects for which this corporation was and is formed are to do any and all of the things set forth in its original charter, being an act of the Legislature of the State of New Jersey, entitled, "An Act to incorporate The Millville Manufacturing Company," approved March 10, 1865, and the several supplements thereto and acts amendatory thereof, and, in addition thereto, to do any and all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, trustees or otherwise, and in furtherance, and not in limitation of the powers conferred by its said charter and by the general laws of the State of New Jersey, this corporation shall have also the following powers, viz:-

To manufacture, purchase or otherwise acquire, to hold, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in or deal with goods, wares, merchandise and property of every class and description.

To conduct and carry on a general store and general merchandise business.

To purchase and sell grain and cereals of every kind

and to manufacture, buy and sell flour and other food articles manufactured from grain or cereals, and to acquire by purchase, lease or otherwise, and to own, sell, lease, mortgage, convey, improve and operate factories and elevators, buildings and manufactories for the production and storage of all kinds of goods that may be produced from or in conjunction with grain or cereals of any kind and to buy, sell, trade and deal in the products of such manufactories and in said grains or cereals in any state of their product.

To manufacture and deal in barrels, bags, labels, machinery, and all materials, products and supplies used in connection with manufacturing flour, feed and food products of every kind.

To hold for investment, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock and bonds, debentures or other evidence of indebtedness created by other corporation or corporations, and while the holder thereof to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase, take on lease, or in exchange, hire or otherwise acquire, any real and personal property, and any rights or privileges which the Company may deem necessary or convenient for the purposes of its business.

To acquire the good will, rights, property and assets of all kinds, and to undertake the whole or any part of the liabilities of any person, firm, association or corporation and to pay for the same in cash, stock of this corporation, bonds, debentures or other securities of this corporation or otherwise.

To make and enter into, perform and carry out contracts

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which may seem conducive to the interests of the Company

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of every sort and kind, with any person, firm, association, corporation, private, public or municipal, or body politic, and with the government of the United States or any State, Territory or Colony thereof, or any foreign government.

To apply for, obtain, register or purchase, or otherwise acquire and hold, own, use, operate, introduce and sell, assign, or otherwise dispose of any and all trade-marks, formulae, secret processes, trade-names, copy rights, labels and distinctive marks, and all inventions, improvements and processes used in connection with or secured under letters patent or otherwise of the United States or of any other country, and any governmental grants or concessions; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any and all such trade-marks, patents, licenses, concessions, processes, copy rights, labels, and the like, and any such property, rights and information so acquired. x

To buy, sell, deal in and deal with iron and iron ore, and all like or kindred products; to mine, manufacture, prepare for market, market and sell the same, and any articles or product in the manufacture or composition of which metal is a factor, including the acquisition by purchase, mining, manufacture or otherwise of all materials, supplies and other articles necessary or convenient for use in connection with and in carrying on the business herein mentioned, or any part thereof.

To purchase, take on lease, or otherwise acquire any mines, mining rights and land in the United States or elsewhere and any interest therein, and to explore, work, exercise, develop and turn to account the same; to quarry, smelt, refine, dress, amalgamate and prepare for market, ore, metal, and mineral substances of all kinds, and to carry on any other operations which may seem conducive to any of the Company's objects;

to buy, sell, manufacture and deal in minerals, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with mining operations or required by workmen and others employed by the Company.

To make, purchase, and sell rubber boots and shoes and all goods of which rubber is a component part and the various materials entering into the manufacture of any and all such goods.

To carry on the business of dealers in meat, live cattle and sheep, and also that of dealers in cattle and sheep generally, and in all branches of such respective trades or businesses; to buy and sell at wholesale or retail in the United States or elsewhere all kinds of meat, and generally to carry on the trade or business of a meat dealer in all its branches; to acquire by purchase or otherwise, farms, cattle ranches and sheep farms, and to carry on the trades or businesses of farmers, cattle raisers and sheep farmers; to produce, buy and sell milk and to manufacture any and all articles of which milk forms a component part, and to conduct and carry on the general business and enterprise of a dairy farm.

To conduct and carry on the business of producing chickens, turkeys, geese, ducks, and all other kinds of poultry and water fowl, Belgian hares, and domestic animals of all kinds and to exhibit the same, and to deal in and deal with poultry, water fowl, game birds and animals of all kinds and the produce thereof, and all supplies necessary or useful therefor; to conduct and carry on exhibitions of poultry and animals, and of all products of the Company, and to compete for prizes in exhibitions or shows of poultry and animals; to establish, maintain and operate a chicken ranch or poultry farm.

To manufacture or purchase glassware of all kinds and to sell the same and to conduct the business of a glass manufacturer.

To conduct and carry on the business of wood turners, sash, door and blind manufacturers, wood workers, and manufacturers, dealers in and producers of wood, building materials and other products of wood, wood pulp and fibre.

To purchase, acquire, hold, lease, manage, control and operate, and to sell, lease and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, water, water rights, power privileges and appropriations, for mining, milling, agricultural, domestic and other uses and purposes; and to develop, control, generally deal in and dispose of to such person or persons, corporation or corporations, private or municipal, and for such price or prices, and on such terms and conditions as to this corporation may seem proper, electrical and other power, for the generation, distribution and supply of electricity for light, heat and power, and for any other uses and purposes to which the same are adapted.

To purchase, lease, exchange, hire or otherwise acquire, any and all rights, privileges, permits and franchises, suitable or convenient for any of the purposes of its business; to erect and construct, make, improve, aid or subscribe towards the construction, making and improvement of mills, factories, flouring mills, water works, aqueducts, reservoirs, store houses, buildings, roads, docks, piers, houses for employees and others, and works of all kinds.

To carry on the trade or business of manufacturing, producing, adapting, preparing, buying and selling, and otherwise dealing in cotton, woolen, worsted, and silk goods and yarns and other fabrics and yarns and to manufacture, produce, purchase, adapt, prepare, use, sell or otherwise deal in any materials, articles or things required for, in connection with,

of incidental to, the manufacture, use, purchase, sale of, or other dealing in cotton, woolen, worsted and silk goods and yarns and other fabrics and yarns; and generally to carry on any other manufacturing business which can conveniently be carried on in connection with any of the matters aforesaid, or in or upon the premises of the company.

To carry on the business of cotton doublers, weavers, flax, jute spinners, linen manufacturers, cotton, flax, hemp, jute and wool merchants, wool combers and worsted spinners, woolen yarns, yarn merchants, worsted makers, suit and silk manufacturers, bleachers and dyers, and makers of vitriol, bleach- ing and dyeing material, and to purchase, comb, prepare, spin, dye and deal in flax, hemp, jute, wool, cotton, silk and other fibrous substances, and to weave or otherwise manufacture, buy and sell linen, cloth and other goods and fabrics whether textile, riddled, natted or looped.

The business or purpose of the company is, from time to time, to do any one or more of the acts and things herein set forth; and it may conduct its business in other states, and in the territories, and in foreign countries, and may have one office or more than one office, and keep the books of the company outside of the State of New Jersey, except as otherwise may be provided by law; and may hold, purchase, mortgage and convey real and personal property, either in or out of the State of New Jersey.

Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about its business; to mortgage or pledge any stocks, bonds or other obligations, or any property which may be acquired by it, to secure any bonds or other obligations by it issued

or incurred; to guarantee any dividends, or bonds, or contracts, or other obligations; to make and perform contracts of any kind and description and in carrying on its business, or for the purpose of attaining or furthering any of its objects, to do any and all other acts and things, and to exercise any and all other powers which a co-partnership or natural person could do and exercise, and which now or hereafter may be authorized by law, do now pursuant to the statute, hereby give our written assent to said change.

WITNESS our hands this Fifteenth day of June, A.D. nineteen hundred and five.

STOCKHOLDERS.

NO. OF SHARES.

George H. Wood
R. M. Williams
Daniel C. Lewis
Richard D. Wood.

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7-10-93
CERTIFICATE OF AMENDMENT OF CHARTER

OF

THE MILLVILLE MANUFACTURING
COMPANY.

X 1636

FILED AND RECORDED
JUN 28 1927

SECRETARY OF STATE

WALTER H. BACON,

Recorded in book a 9
of Corporations, in the office of
the Secretary of State, page 86 VC.

CERTIFICATE OF

1516

Increase of Capital Stock

of

The .. Millville Manufacturing Company.

The location of the principal office in this State is at No. street, in the
..... City of Millville County of .. Cumberland

The name of the agent therein and in charge thereof, upon whom process against this Corporation
may be served is

RESOLUTION OF DIRECTORS.

The Board of Directors of the .. Millville Manufacturing
..... Company, a
corporation of New Jersey, on this .. *Twenty-fourth* day of
..... *April* A. D. 1920, do hereby resolve and declare that it is advisable that
the capital stock of the said corporation shall be increased from ...
\$416,000. divided into 4160 shares of the par value of \$100 each, to
\$3,000,000. divided into 30,000 shares of the par value of \$100 each,
and do hereby call a meeting of the stockholders, to be held at the company's office, in the city of
..... Millville on the ... 17th
day of May 1920, at eleven o'clock A. M.,
to take action upon the above resolution.

CERTIFICATE OF CHANGE.

The .. Millville Manufacturing Company,
a corporation of New Jersey, doth hereby certify that it has increased its capital stock
from \$416,000. divided into 4160 shares of the par value of \$100 each,
to \$3,000,000. divided into 30,000 shares of the par value of \$100
each, and
said increase of capital stock having been declared by resolution
of the board of directors of said corporation (above recited) to be advisable, and having been duly and
regularly assented to by the vote of two-thirds in interest of each class of stockholders having voting
powers, at a meeting duly called by the board of directors for that purpose; and the written assent of
said stockholders is hereto appended.

In witness whereof, said corporation has caused this certificate to be signed by its president and
secretary, and its corporate seal to be hereto affixed this
day of A. D. 1920.

[L. S.]

Samuel Wood President.
Graham Ford Secretary.

STATE OF NEW JERSEY..... } ss.
COUNTY OF Cumberland..... }

Be it remembered, that on this..... *Eleventh* day of..... *June*
A. D. 1920 before me, the subscriber, a..... *Notary Public for the State of New Jersey*
personally appeared..... *George Wood* Secretary of the..... *Millville*
Manufacturing

Company, the corporation mentioned in and which executed the foregoing certificate, who, being by me
duly sworn, on his oath says he is such secretary, and that the seal affixed to said certificate is the cor-
porate seal of said corporation, the same being well known to him; that..... *George Wood*
..... is president of said corporation, and signed said certificate and
affixed said seal thereto, and delivered said certificate by authority of the board of directors and with
the assent of at least two-thirds in interest of each class of the stockholders of said corporation having
voting powers as and for his voluntary act and deed, and the voluntary act and deed of said corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as witness.

And he further says that the assent hereto appended is signed by at least two-thirds in interest of
each class of stockholders of said corporation having voting powers, either in person or by their several
duly constituted attorneys in fact, thereunto duly authorized in writing.

Charles E. Sykes
Notary Public
[Signature]

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CERTIFICATE

OF

178693

...Increase of Capital Stock...

or

The Millville Manufacturing
Company

Company.

FILED AND RECORDED
JUL 23 1920

Thomas F. Martin
CLERK OF STATE

Recorded in book A64
Page 111 of Corporation

Filed..... 10

X 1636

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY
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THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, by its president and secretary does hereby certify:

First: That the principal office of the Company is at No. 821 Columbia Ave., Millville, in the County of Cumberland, State of New Jersey, and that the agent therein and in charge thereof and upon whom process against the corporation may be served is George W. Furness.

Second: That at a meeting of the board of directors of said THE MILLVILLE MANUFACTURING COMPANY duly held and convened on June 21-1949, the following resolution was duly passed by said board of directors, namely:-

"RESOLVED that it is advisable to amend the section of the Certificate of Incorporation relative to the authorized capital stock of this corporation to read as follows:

The capital stock of the corporation shall be Four Million Dollars (\$4,000,000.00) divided into Forty thousand (40,000) shares of a par value of One Hundred Dollars (\$100.00) each.

FURTHER REVOLVED that a Special Meeting of the stockholders of the Corporation to take action on the foregoing resolution be and the same is hereby called

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to be held at the principal and registered office of the Corporation, No. 821 Columbia Avenue, in the City of Millville, County of Cumberland, State of New Jersey, on the 19th day of July, 1949, at 12 o'clock in the noon, and that the Secretary cause notice of said meeting to be given in accordance with the by-laws."

Third: That pursuant to the aforesaid resolution of the board of directors of said THE MILLVILLE MANUFACTURING COMPANY, and upon notice duly given to each stockholder of said corporation as required by its by-laws, a special meeting of the stockholders, of said corporation was held at its principal office in Millville, New Jersey, on July 19th, 1949, at 12 o'clock in the noon, to take action upon said resolution. That at said special meeting of stockholders more than two-thirds in interest of the stockholders having voting powers, namely, the holders of 30,000 - shares of capital stock out of the total of 30,000 - shares of capital stock issued and outstanding were present in person or represented by proxy and that more than two-thirds in interest of the stockholders having voting powers, namely, the holders of 30,000 shares of capital stock voted in favor of the amendment of the section of the certificate of incorporation relative to the authorized capital stock of said THE MILLVILLE MANUFACTURING COMPANY in the manner and respects set forth in the aforesaid resolution of the board of directors of said corporation.

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~~78693~~
CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

THE MILLVILLE MANUFACTURING

COMPANY

— 00000 —

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FILED AND RECORDED

JUL 21 1949

Keyserman
SECRETARY OF STATE

Recorded in book _____
Page _____ of Corporations

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
State House Annex
Trenton 25

Certificate No. **A 19239**

Application No. 21,476

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

THE MILLVILLE MANUFACTURING COMPANY¹
(Incorporated 3/10/1865)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

NOTE THIS CERTIFICATE IS NOT GOOD

AFTER OCTOBER 31, 1960.

WITNESS my hand and official seal at Trenton, this
25th day of October

A. D. 19 60 . . .

William K. Kinsley
Deputy Director, Division of Taxation

and existing under the laws of New Jersey; and

State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
State House Annex
Trenton 25

Certificate No. **A 19238**

Application No. 21,475

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

MAY'S LANDING WATER POWER COMPANY*
(Incorporated 4/2/1867)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER OCTOBER 31, 1960.

WITNESS my hand and official seal at Trenton, this

25th day of October

A. D. 1960

William King
Deputy Director, Division of Taxation

and existing under the laws of New Jersey; and

CERTIFICATE OF OWNERSHIP

MERGING

THE MAYS LANDING WATER POWER COMPANY

INTO

THE MILLVILLE MANUFACTURING COMPANY

(Pursuant to Chapter 33 of Laws of 1952 of New Jersey)

* * * * *

THE MILLVILLE MANUFACTURING COMPANY, a corporation incorporated by Act of the Legislature of New Jersey, approved March 10, 1865, entitled "An Act to incorporate The Millville Manufacturing Company (Laws of New Jersey, 1865, Chapter CLXXIII)", the principal and registered office of which corporation in the State of New Jersey is located at 821 Columbia Avenue, City of Millville, County of Cumberland, and Davis D. Lewis is the agent therein upon whom process against such corporation may be served within the State of New Jersey, DOES HEREBY CERTIFY that this corporation owns all the capital stock of THE MAYS LANDING WATER POWER COMPANY, a corporation incorporated by Act of the Legislature of New Jersey, approved April 3, 1867, entitled "An Act to incorporate The Mays Landing Water Power Company (Laws of New Jersey, 1867, Chapter CCLI)", and that this corporation by a resolution of its Board of Directors duly adopted at a meeting held on the 14th day of October, 1960, determined to and did merge into itself THE MAYS LANDING WATER POWER COMPANY, which resolution is in the following words, to wit:

"WHEREAS, this corporation lawfully owns all the outstanding stock of The Mays Landing Water Power Company, a corporation organized and existing under the laws of New Jersey; and

"WHEREAS, this corporation desires to merge into itself the said Mays Landing Water Power Company and to be possessed of all the estate, property, rights, privileges and franchises of said corporation;

"NOW, THEREFORE, BE IT

"RESOLVED, that this corporation merge into itself and it does hereby merge into itself said Mays Landing Water Power Company and assumes all of its liabilities and obligations; and

"FURTHER RESOLVED, that the president or a vice president, and the secretary or treasurer of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a certificate of ownership setting forth a copy of the resolution to merge said Mays Landing Water Power Company and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of New Jersey;

"FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of New Jersey, which may be in anywise necessary or proper to effect said merger."

IN WITNESS WHEREOF, said MILLVILLE MANUFACTURING COMPANY has caused its corporate seal to be affixed and this certificate to be signed by Richard D. Wood, Jr., its President, and Edward A. Harley, its Secretary, this 14th day of October, A. D., 1960.

Richard D. Wood, Jr.
President
Edward A. Harley
Secretary

(CORPORATE SEAL)

STATE OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : ss.

BE IT REMEMBERED, that on this 14th day of October, A. D. 1960, personally came before me, the subscriber, a Notary Public in and for the State of Pennsylvania, Richard D. Wood, Jr., President of THE MILLVILLE MANUFACTURING COMPANY, a corporation of the State of New Jersey, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Richard D. Wood, Jr. as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Charles E. Kelly
NOTARY PUBLIC
My Commission Expires
March 10, 1963

(Official Seal)

120809 PHILADELPHIA, PA. 1421 CHESTNUT STREET ATTORNEYS-AT-LAW MONTGOMERY, MCCrackEN, WALKER & RHODES <i>M. A. Walker</i> 121 S. 4th St. PHILADELPHIA, PA.	THE MILLYVILLE MANUFACTURING CO. INTO THE MAYS LANDING WATER POWER CO. MERGING CERTIFICATE OF OWNERSHIP X 1636
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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY

The Millville Manufacturing Company, a corporation of the State of New Jersey, by its president and secretary, does hereby certify as follows:

1. The location of the principal office of the corporation in New Jersey is No. 821 Columbia Avenue, Millville, New Jersey. The name of the agent therein and in charge thereof upon whom process against the corporation may be served is Wesley F. Patience.

2. The board of directors of the corporation, at a meeting duly held on May 25, 1967, adopted the following resolutions and amendment:

"RESOLVED, that the board of directors of The Millville Manufacturing Company, a corporation of the State of New Jersey, declares it advisable that the capital be reduced by reducing the par value of its capital stock from One Hundred Dollars (\$100.00) per share to Ten Dollars (\$10.00) per share.

"The capital of this corporation shall be reduced from the sum of \$3,349,800 to the sum of \$334,980; and

"The Section of the certificate of incorporation relative to its authorized capital stock is amended by striking out all of the said Section and inserting in lieu thereof the following:

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'The capital stock of the corporation shall be Four Hundred Thousand Dollars (\$400,000) divided into forty thousand (40,000) shares of a par value of Ten Dollars (\$10.00) each.'

"The total authorized capital stock of this corporation is \$400,000.

"FURTHER RESOLVED, that a special meeting of the stockholders of the corporation to take action on the foregoing resolution be and the same is hereby called to be held at No. 821 Columbia Avenue, Millville, New Jersey, on the 12th day of June, 1967, at 2:30 P.M., and that the Secretary cause notice of said meeting to be given in accordance with the by-laws."

3. Pursuant to the aforesaid resolutions of the board of directors of The Millville Manufacturing Company, and upon notice duly given to each stockholder of the corporation as required by its by-laws, a special meeting of the stockholders of the corporation was held at Millville, New Jersey, on June 12, 1967, at 2:30 P.M., to take action upon the resolutions. That at the special meeting of the stockholders, more than two-thirds in interest of all of the stockholders having voting powers, namely the holders of 32,596 shares of capital stock out of the total of 33,498 shares of capital stock issued and outstanding, were present in person or represented by proxy, and that more than two-thirds in interest of the stockholders having voting powers voted in favor of the amendment of the Section of the certificate of incorporation relative to the authorized capital stock of The Millville Manufacturing Company in the manner and respects set forth in the aforesaid resolutions of the board of directors of the corporation.

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IN WITNESS WHEREOF, The Millville Manufacturing
Company has caused this certificate to be signed by its
president and secretary, and its corporate seal to be hereunto
affixed, this 12th day of June, 1967.

Richard D. Wood
President

(Corporate Seal)

Graham Wood
Secretary

Attest:

Graham Wood
Secretary

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STATE OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS:

BE IT REMEMBERED, that on the 15th day of June, 1967, before me, the subscriber, a Notary Public in and for the State of Pennsylvania, personally appeared Richard D. Wood, secretary of The Millville Manufacturing Company, the corporation named in and which executed the foregoing certificate, who, being by me duly sworn, according to law, does depose and say that he is the secretary of said corporation; that the seal affixed to said corporation certificate is the corporate seal of said corporation, the same being well known to him; that it was affixed by order of said corporation; that Richard D. Wood is the president of said corporation; that he saw said Richard D. Wood as such president sign said certificate and affix said seal thereto and deliver said certificate, and heard him declare that he signed, sealed and delivered said certificate as the voluntary act and deed of said corporation, by its order and by authority of its board of directors and by the vote, either in person or by proxy, duly constituted and thereunto duly authorized, of more than two-thirds in interest of each class of its stockholders having voting powers, for the uses and purposes therein expressed; and that said deponent signed his name thereto at the same time as subscribing witness.

Subscribed and sworn to before me the day and year aforesaid.

(Seal)

Louise M. Gehring
Notary Public
LOUISE M. GEHRINGER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires September 21, 1970

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 1/15/50

SECRETARY OF STATE
 1/15/50
 1/15/50

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THE MILVILLE
 MANUFACTURING COMPANY

CERTIFICATE OF AMENDMENT
 OF
 CERTIFICATE OF INCORPORATION

MONTGOMERY, MCCracken, WALKER & RHOADS
 ATTORNEYS-AT-LAW
 1431 CHESTNUT STREET
 PHILADELPHIA, PA.

COOPERATION SYSTEM
 1431 S. 11th St., Phila., Pa.
 1/15/50



State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **A 40950**

Application No. **46,601**

Fee **\$5.00**

Certificate of Payment of Corporation Franchise Tax

This is to Certify that all Corporation Franchise taxes, fees, penalties and interest levied upon or assessed against

THE MILLVILLE MANUFACTURING COMPANY *
(Incorporated 3/10/1865)

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto, have been paid, or are deemed fully secured.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968/

Robert Knigley
Deputy Director, Division of Taxation

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3593

Application No. 46,602
Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes levied upon or assessed against **TURNER & WESCOTT, INC. *** (A Pennsylvania Corporation - Not Authorized in New Jersey).

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968

Arthur H. Hingley
Deputy Director, Division of Taxation



State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3594

Application No. 46,604

Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes levied upon or assessed against **WAWA FOOD MARKETS, INC. *** (A Pennsylvania Corporation - Not Authorized in New Jersey).

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this
11th day of March

A.D. 1968

William H. Knapley
Deputy Director, Division of Taxation

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State of New Jersey

Department of the Treasury
Division of Taxation

Corporation Tax Bureau
20 West Front Street
Trenton 08625

Certificate No. **U** 3595

Application No. 46,603
Fee **\$5.00**

Certificate of Non-Assessment of Corporation Franchise Tax

This is to Certify that there have been no Corporation Franchise taxes levied upon or assessed against **WAWA DAIRY FARMS * (A Pennsylvania Corporation - Not Authorized in New Jersey).**

by the State of New Jersey, in accordance with the provisions of Chapter 162, Laws of 1945 (N.J.S.A. 54:10A-1, et seq.), as amended and supplemented or in accordance with the provisions of Chapter 13 (N.J.S.A. 54:13-1, et seq.) or of Chapter 32A (N.J.S.A. 54:32A-1, et seq.) of Title 54 of the Revised Statutes and all acts amendatory thereof or antecedent or supplementary thereto.

N O T E *THIS CERTIFICATE IS NOT GOOD
AFTER APRIL 30, 1968.

WITNESS my hand and official seal at Trenton, this

11th day of March

A. D. 1968

William Knigley
Deputy Director, Division of Taxation

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REVISED 103

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger made and entered into this 30th day of January, 1968 by and among THE MILLVILLE MANUFACTURING COMPANY ("Millville"), a New Jersey corporation, and the directors thereof; WAWA DAIRY FARMS ("Wawa"), a Pennsylvania corporation, and the directors thereof; WAWA FOOD MARKETS, INC. ("Markets"), a Pennsylvania corporation, and the directors thereof; and TURNER & WESCOTT, INC. ("T & W"), a Pennsylvania corporation, and the directors thereof; which corporations being sometimes hereinafter referred to as the "Constituent Corporations",

W I T N E S S E T H :

WHEREAS the parties desire upon the terms and subject to the conditions herein set forth to effect the merger of Wawa, Markets and T & W with and into Millville;

NOW, THEREFORE, in consideration of their respective promises and undertakings hereunder, the parties hereto, each intending to be legally bound hereby, do covenant and agree respectively as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Terms Defined. The terms defined in this Section 1.01 shall, for all purposes of this Agreement and Plan of Merger have the meanings herein specified, unless the content expressly or by necessary implication otherwise requires:

(a) "Agreement and Plan of Merger" or "this Agreement and Plan of Merger" shall mean this instrument as originally executed and delivered, or, if amended or supplemented, as so amended or supplemented;

(b) "Merger Date" shall mean the date upon which the merger contemplated hereby becomes effective under the laws of the State of New Jersey and the Commonwealth of Pennsylvania;

(c) "Wawa Capital Stock" shall mean the capital stock of \$100 par value of Wawa;

(d) "Markets' Common Stock" shall mean the common stock of \$10 par value of Markets;

(e) "T & W Capital Stock" shall mean the capital stock of \$50 par value of T & W;

(f) "Surviving Corporation" shall mean Millville as it exists after the Merger Date;

(g) "Millville Common Stock" shall mean the common stock of Millville which shall become the common stock of the Surviving Corporation;

(h) "Millville Class A Common" shall mean the Class A Common Stock, without par value, of Millville which is to be authorized and issued in connection with the merger.

ARTICLE II

THE MERGER AND ITS EFFECTS

On the Merger Date, Wawa, Markets and T & W will merge with and into Millville in accordance with the provisions of Chapter 12 of Title 14 of the Revised Statutes of the State of New Jersey, as amended, and Article IX of the Business Corporation Law of the Commonwealth of Pennsylvania, as amended, on the following terms and conditions and pursuant to the following provisions:

SECTION 2.01. Constituent Corporations. Millville was incorporated as "The Millville Manufacturing Company" by Act of Legislature of New Jersey approved March 10, 1865 entitled "an Act to incorporate The Millville Manufacturing Company" (Laws of New Jersey, 1865 Chapter CLXXIII) and is existing under and by virtue of Title 14 Revised Statutes of New Jersey; Wawa was incorporated as "Wawa Dairy Farms" under the laws of the Commonwealth of Pennsylvania on February 14, 1922; Markets was incorporated as "Wawa Food Markets, Inc." under the laws of the Commonwealth of Pennsylvania on January 22, 1964; and T & W was incorporated as "Turner and Weacott" under the laws of the Commonwealth of Pennsylvania on December 3, 1908, which name was changed to "Turner & Weacott, Inc." on October 14, 1958.

The authorized capital of Millville consists of 40,000 shares of common stock, par value \$10 per share, of which 33,498 shares are outstanding. No change in the authorized capital of Millville will occur between the date of this Agreement and Plan of Merger and the Merger Date, but on the Merger Date the authorized capital of Millville will be increased to 85,467 shares of Common Stock, par value \$10 per share and 34,533 shares of Class A Common Stock, without par value, as hereinafter provided in this Agreement and Plan of Merger.

The authorized capital of Wawa consists of 4,000 shares of capital stock, par value \$100 per share of which 3,517 shares are issued and outstanding.

The authorized capital of Markets consists of 20,000 shares of common stock, par value \$10 per share, of which 2,500 shares are issued and outstanding, all of which are held by Wawa.

The authorized capital of T & W consists of 1,800 shares of capital stock, par value \$50 per share, of which 1,000 shares are issued and outstanding. Of said issued and outstanding shares, 994 are held by Wawa and 6 are held by directors of T & W as qualifying shares.

Between the date of this Agreement and Plan of Merger and the Merger Date, no shares of authorized stock of Millville, Wawa, Markets or T & W will be issued or sold except that up to 320 shares of capital stock of Wawa may be issued at a price of \$295 per share upon the exercise of an outstanding employee stock option held by an employee of Wawa. To the extent that said option shall be unexercised as of the Merger Date, the holder thereof shall thereafter, until the same expires, be entitled to purchase Millville Class A Common Stock thereunder and said option shall be adjusted to permit the purchase of nine times the number of shares of Millville Class A Common Stock as the holder shall be entitled to purchase shares of Wawa Capital Stock as of the Merger Date, at a price per share of \$32.778.

SECTION 2.02. Name of Surviving Corporation. The name of the Surviving Corporation will be "The Millville Manufacturing Company".

SECTION 2.03. Location of Principal Office of Surviving Corporation. The location of the principal office of the Surviving Corporation in the State of New Jersey is and shall be 15 Exchange Place, Jersey City, and The Corporation Trust Company is designated as the agent therein, in charge thereof, and upon whom process against the said Surviving Corporation may be served.

SECTION 2.04. Meetings of Stockholders and Certificate of Incorporation of Surviving Corporation. Separate meetings of the stockholders of Millville, Wawa, Markets and T & W, respectively, shall be called to be held in accordance with the New Jersey Corporation Law and the Pennsylvania Business Corporation Law, on or before March 5, 1968, or as soon thereafter as is reasonably practicable for the purpose of submitting the approval and adoption of this Agreement and Plan of Merger to the stockholders of each of said corporations. The Certificate of Incorporation of Millville will be the Certificate of Incorporation of the Surviving Corporation except that the section thereof relative to Millville's authorized

capital stock shall be amended to read as set forth in Exhibit A hereto.

SECTION 2.05. Capitalization of Surviving Corporation. The Surviving Corporation shall have an authorized capital stock consisting of 85,467 shares of Common Stock, par value \$10 per share and 34,533 shares of Class A Common Stock, without par value.

SECTION 2.06. Filing Date. Subject to ARTICLE V hereof, as soon as practicable after the required approval of this Agreement and Plan of Merger by the respective stockholders of the parties hereto, the further procedures with respect to the submission of this Agreement and Plan of Merger and related documents for filing required under the laws of the State of New Jersey and the Commonwealth of Pennsylvania to make the merger effective shall be carried out. The date of such submission for filing shall be known as the Filing Date and shall be March 29, 1968 unless postponed as provided in Section 5.06 hereof.

SECTION 2.07. By-Laws of Surviving Corporation. The By-Laws of the Surviving Corporation will be the By-Laws of Millville which are in effect on the Merger Date.

SECTION 2.08. Conversion of Shares. Upon the Merger Date the shares of outstanding stock of the Constituent Corporations will be converted as follows:

(a) The holders of outstanding Millville common stock will continue to hold their present shares thereof, and said stock will remain outstanding without change as Common Stock of the Surviving Corporation.

(b) Each share of Wawa Capital Stock outstanding will be converted into and will become 9 shares of Millville Class A Common Stock.

(c) Each share of outstanding Common Stock of Markets will be cancelled and no shares or other securities or obligations or cash of the Surviving Corporation shall be issued therefor.

(d) Each share of T & W Capital Stock outstanding will be cancelled and no shares or other securities or obligations or cash of the Surviving Corporation shall be issued therefor.

SECTION 2.09. Exchange of Wawa Capital Stock Certificates for Certificates of Millville Common Stock. Upon and after the Merger Date, the holders of certificates for shares of Wawa Capital Stock will be entitled to receive in exchange therefor, and against surrender thereof to the Surviving Corporation, certificates for a number of shares of Millville Class A Common Stock to be determined in accordance with the provisions of Section 2.08 above.

SECTION 2.10. Effect of Merger. Upon consummation of the merger, all the rights, privileges, powers and franchises of each of Millville, Wawa, Markets and T & W, both of a public and private nature, all real and personal property, all debts due on any account, as well for stock subscriptions as all other things in action or belonging to each of Millville, Wawa, Markets and T & W, and all and every other interest shall vest in the Surviving Corporation as effectually as they were vested in Millville, Wawa, Markets and T & W, respectively, prior to the merger; and the title to any real estate, vested in Millville, Wawa, Markets and T & W by deed or otherwise, shall not revert or be in any way impaired.

All rights of creditors and all liens upon the property of each of Millville, Wawa, Markets and T & W shall be preserved unimpaired, and each of them may be deemed to continue in existence in order to preserve the same, and all debts, liabilities, restrictions and duties of each of them shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

SECTION 2.11. Officers and Directors of Surviving Corporation. The officers and directors of the Surviving Corporation following the Merger Date shall be as follows and shall hold office in accordance with the By-Laws of the Surviving Corporation:

DIRECTORS

<u>Name</u>	<u>Address</u>
Richard D. Wood	"Hurricane Hollow" Wawa, Penna. 19063
Grahame Wood	"Blossom Hill" Wawa, Penna. 19063
John L. Finley	500 South Roberts Rd. Rosemont, Penna.
George Wood Furness	"Waterville" Chestnut Pkwy. & Ridley Dr. Chester, Penna. 19013
Wesley F. Parience	Sunset Blvd. & Union Lake Rd. Millville, N.J. 08332
Theodore E. Crawford, Jr.	704 Second Avenue Folsom, Penna. 19033
Santo J. Salvo	Deer Path Circle Millville, N. J.
John M. Hurley	11 Horseshoe Drive Media, Penna.
Charles R. Meyers	144 Springton Lake Rd. Media, Penna.
Richard D. Wood, Jr.	236 Spruce Street Philadelphia, Penna. 19106

Directors, cont'd.

Charles F. Gourlay

Davis D. Lewis

5030 Sansom Street
Philadelphia, Penna.
400 East Vine Street
Millville, N. J.

OFFICERS

<u>Name</u>		<u>Address</u>
Richard D. Wood	Chairman	"Hurricane Hollow" Wawa, Penna. 19063
Grahame Wood	Pres. & Chief Executive Officer	"Blossom Hill" Wawa, Penna. 19063
John J. Finley	Vice-President	500 South Roberts Rd. Rosemont, Penna.
George Wood Furness	Vice-President	"Waterville", Chestnut Pkwy & Ridley Dr. Chester, Penna. 19013
Wesley F. Patience	Vice-President & Asst. Treasurer	Sunset Blvd. & Union Lake Road
Theodore E. Crawford	Secretary & Treasurer	704 Second Avenue Folsom, Penna. 19033
Santo J. Salvo	Assistant Secretary	Deer Path Circle Millville, N. J.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Millville and Wawa represent and warrant as follows:

SECTION 3.01. Incorporation; Corporate Power; Qualification. With respect to their respective corporate existence, and the corporate existence of their respective subsidiaries, (Millville hereby warranting and representing that it has no subsidiaries other than The Maurice River Company, a New Jersey corporation wholly owned by Millville), Millville and Wawa respectively represent and warrant that they and their said respective subsidiaries are corporations duly organized, validly existing and in good standing under the laws of their respective states of incorporation and have full corporate power and authority to own and lease their properties and to conduct their businesses as and where such properties are now owned or leased and such businesses are now conducted.

SECTION 3.02. Due Authorization of Agreement. Respectively, that subject to approval of this Agreement and Plan

of Merger and the transactions contemplated hereby by the stockholders of each of the Constituent Corporations, they have respectively taken and have respectively caused their respective subsidiaries to take all necessary and proper corporate action to authorize and approve this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby.

SECTION 3.03. Financial Information. Respectively, that their respective audited financial statements as at December 31, 1966; the audited financial statements of their respective subsidiaries as of said date; and their respective unaudited financial statements, and those of their respective subsidiaries, as of September 30, 1967 have been prepared in accordance with generally accepted accounting principles consistently applied and fairly and accurately present the results of the operations of the corporation to which said financial statements relate during the respective periods covered thereby and the respective financial condition of the corporations to which they relate at the end of such respective periods.

SECTION 3.04. Title to Properties; Liens; Condition of Property. Respectively, that all the real property owned by them or their respective subsidiaries as reflected in unaudited financial statements referred to in Section 3.03 above is held as of the date of this Agreement and Plan of Merger as reflected in said financial statements except to the extent that any of said real property has been disposed of since September 30, 1967, and such of said real property as has been disposed of since said date has been disposed of for a consideration not less than the carrying value of such real property as reflected in said financial statements. Respectively, that, except to the extent so disposed of, they or their respective subsidiaries, as the case may be, have good and marketable title in fee simple to all such real property and none of such real property or any other property or assets is subject to any mortgage, pledge, lien, conditional sale agreement, security title, encumbrance or other charge except as disclosed in the unaudited financial statements referred to in Section 3.03 above. Respectively, that except to an extent which does not materially adversely affect them, or their respective subsidiaries respective business, operations or property, they or their respective subsidiaries do not occupy and are not dependent on the right to use the property of others except under valid and enforceable leases, contracts or other arrangements; all their or their respective subsidiaries' buildings, machinery and equipment are in a good state of repair, have been well maintained, substantially conform with all applicable ordinances, regulations and zoning or other laws and do not encroach on property of others, and such machinery and equipment is in good working order; and, respectively, they, and each of their respective subsidiaries, hold all licenses required to carry on their respective businesses.

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SECTION 3.05. Liabilities. Respectively, to the best of their knowledge, there were at September 30, 1967 no material liabilities or obligations of any nature of their, or of their respective subsidiaries, whether or not accrued or contingent and whether or not determined or determinable, including, without limitation, tax liabilities due or to become due, other than liabilities disclosed in the unaudited financial statements referred to in Section 3.03 above and, respectively, no liabilities have been incurred by them, or by their respective subsidiaries, since the date of said unaudited financial statements other than liabilities incurred in the ordinary course of business, none of which have had a materially adverse effect against their respective financial condition, or the financial condition of their respective subsidiaries, as reflected in said unaudited financial statements.

SECTION 3.06. Accounts, Notes and Advances Receivable. Respectively, to the best of their knowledge, all accounts, notes and advances receivable reflected on their or their respective subsidiaries' unaudited financial statements described in Section 3.03 above are valid obligations subject to no counterclaims or set-offs known to them and in their opinion are fully collectible and will be paid when due or are adequately reserved against in accordance with their or their respective subsidiaries' usual accounting policies and procedures; except that the notes receivable by Millville referred to in "Note 2 - Notes Receivable" of the December 31, 1966 consolidated financial statement of Millville are, and have been, in default since January, 1967 in certain respects heretofore made known to the Wawa Board of Directors.

SECTION 3.07. Litigation. Respectively, to the best of their knowledge there are no actions, suits or proceedings pending or threatened against or materially affecting them or any of their subsidiaries or any of their or their respective subsidiaries' property, assets or businesses or which would prevent or hinder the consummation of the transactions contemplated by this Agreement and Plan of Merger, and they are not charged with violating, or threatened with a charge of violating, or under investigation with respect to a possible violation of, any provision of any Federal, state or local law or administrative ruling or regulation relating to any material aspect of their businesses.

SECTION 3.08. Insurance. Respectively, that they and each of their respective subsidiaries are covered by insurance in the manner and in the amounts customary in the businesses in which they are engaged.

SECTION 3.09. Contracts, Agreements and Plans. Respectively, except for (i) contracts and purchase commitments for normal inventory requirements and (ii) contracts, agreements,

plans and commitments listed in the Schedule of Contracts and Commitments attached hereto, neither they nor any of their respective subsidiaries is a party to or subject to any of the following, whether written or oral:

(a) Any management or employment contract or material contract for personal services which is not by its terms terminable at will without penalty;

(b) Any material plan, contract or arrangement providing for employee benefits;

(c) Any plan, contract or arrangement providing for insurance for any officer, consultant, director, employee or members of their families;

(d) Any material contract or agreement not made in the ordinary course of business;

(e) Any contract, agreement, arrangement or understanding upon which any material part of their business or the business of their respective subsidiaries is dependent, or which materially affects its business, property or condition (financial or otherwise); or

(f) Any contract or agreement whose transfer or attempted transfer under this Agreement and Plan of Merger without the consent of another person would constitute a breach of any agreement or commitment to which they or any of their respective subsidiaries is a party or by which they or any of their respective subsidiaries may be bound.

SECTION 3.10. Taxes. Respectively, that they and their respective subsidiaries have prepared, executed and filed all Federal, state and other tax returns required to be filed by applicable laws and regulations for all fiscal years to and including the fiscal year ended December 31, 1966 and have paid all taxes or installments thereof shown by such returns to be due at or before the date hereof; their and their respective subsidiaries' unaudited financial statements as at September 30, 1967 adequately provide, in a manner consistent with their and their respective subsidiaries' usual accounting policies and procedures and which they deem adequate, for the payment of all Federal, state and other taxes of theirs or their respective subsidiaries for the period commencing January 1, 1967 and ended On September 30, 1967 and for all fiscal periods prior thereto; their books and the books of their respective subsidiaries on the Merger Date will provide in accordance with their and their respective subsidiaries' usual practice, which they deem adequate, for the payment of all Federal, state and other taxes of its or their respective subsidiaries for the period commencing January 1, 1967 and ended on the Merger Date and for all fiscal periods prior thereto.

SECTION 3.11. Absence of Material Changes. Respectively,
(a) Since September 30, 1967 neither they nor any of their respective subsidiaries has: (except for contracts, agreements, plans and commitments listed or reflected in the Schedule of Contracts and commitments attached hereto)

(1) made any change in its business or operations or the manner of conducting its business or operations other than changes in the lawful and ordinary course of business one of which has and which in the aggregate have not had a materially adverse effect on such business or operations;

(2) suffered any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting its business or operations;

(3) declared, set aside or paid any dividends or distributions in respect of its shares, except Wawa has paid a cash dividend of \$4.00 per share.

(4) made any pension, retirement, profit sharing or bonus payment, or made any other employee welfare or benefit payment, except payments consistent with its usual employee welfare and benefit practices;

(5) suffered any change in its condition, financial or otherwise, or in its assets, liabilities (absolute or contingent) or business, except changes in the lawful and ordinary course of business none of which has, and which in the aggregate have not, materially and adversely affected its business, property, assets or financial condition, nor has any event or condition of any character occurred which materially and adversely affects its business or prospects.

(b) Since September 30, 1967 neither they nor any of their respective subsidiaries has, (except for (i) contracts and purchase commitments for and transactions with respect to inventory requirements in accordance with their or their respective subsidiaries' normal purchasing practices, and (ii) contracts, agreements, plans, or commitments listed or reflected in the Schedule of Contracts and commitments attached hereto):

(1) voluntarily incurred any obligation or liability (absolute or contingent) except liabilities incurred in the lawful and ordinary course of their or their respective subsidiaries'

business and their or their respective subsidiaries' obligations under this Agreement and Plan of Merger;

(2) except in the lawful and ordinary course of business sold, leased, disposed of, mortgaged, pledged or subjected to any lien or encumbrance, or waived any substantial rights relating to, any of its property or assets, tangible or intangible;

(3) entered into any material lease of real property or, except in the lawful and ordinary course of business, any material lease of personal property;

(4) failed to perform all its obligations or suffered or permitted any default to exist under any material contract, lease or other agreement to which it is a party or by which it may be bound; or

(5) entered into any transaction or material contract or agreement other than in the lawful and ordinary course of business.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE IV

Covenants

Millville and Wawa covenant and agree with each other that from the date hereof to and including the Merger Date:

SECTION 4.01. Maintenance of Business. That they and their respective subsidiaries shall continue to carry on their businesses, maintain their plants and equipment and keep their books of account, records and files in substantially the same manner as heretofore.

SECTION 4.02. Representations and Warranties. Promptly upon the occurrence of, or promptly upon their becoming aware of the impending or threatened occurrence of, any event which would cause or constitute a breach, or would have caused or constituted a breach had such event occurred or been known to them prior to the date hereof, of any of their representations and warranties contained in or referred to in this Agreement and Plan of Merger, they shall give detailed written notice thereof to the other and shall use their best efforts to prevent or promptly remedy the same.

SECTION 4.03. Dissenting Stockholders. On or prior to the Merger Date Wawa shall deliver to Millville a true and correct list of the names, addresses and number of shares of stock owned by each Wawa stockholder who has dissented with respect to the approval of this Agreement and Plan of Merger.

ARTICLE V

Conditions

The obligations of the parties to this Agreement and Plan of Merger to consummate this Agreement and Plan of Merger and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Merger Date, of the following conditions precedent:

SECTION 5.01. Stockholder Authorization. This Agreement and Plan of Merger and the transactions contemplated hereby shall have been duly adopted by the stockholders of each of the parties to this Agreement and Plan of Merger as required by the laws of the states of incorporation of the parties to this Agreement and Plan of Merger.

SECTION 5.02. Representations; Warranties; Covenants. Each of the representations and warranties made by Millville and Wawa in this Agreement and Plan of Merger shall be true and correct as though made again on the Merger Date.

SECTION 5.03. Governmental Approvals. All licenses, permits and other approvals by any department or agency of the United States or any state or political subdivision thereof of the consummation of this Agreement and Plan of Merger and the transactions contemplated hereby or which may be required in order to enable Millville to continue the operations of each of the parties to this Agreement and Plan of Merger shall have been obtained.

SECTION 5.04. Stock Options. (i) Since the date hereof, no options shall have been issued to purchase the stock of any of the parties to this Agreement and Plan of Merger.

SECTION 5.05. Certificates as to Satisfaction of Conditions. The President of Wawa shall have delivered to Millville on the Filing Date a certificate dated the Filing Date to the effect that, as of that date, the conditions set forth in Sections 5.01 - 5.04 hereof have all been satisfied as to Wawa and its subsidiaries and the President of Millville shall have delivered to Wawa on the Filing Date a certificate dated the Filing Date to the effect that, as of that date, the conditions set forth in Sections 5.01 - 5.04 hereof have all been satisfied as to Millville and its subsidiary.

SECTION 5.06. Rights Upon Non-Satisfaction of Conditions. If on March 29, 1968 any of the conditions set forth in Sections 5.01 - 5.06 of this ARTICLE V are unsatisfied, then (a) the Filing Date shall be postponed to such date as Millville and Wawa may fix by mutual agreement or (b) Millville and Wawa may waive such unsatisfied condition(s), in which event the Filing Date shall not be postponed. If the Filing Date is postponed and any condition remains unsatisfied on the postponed Filing Date and is not waived on or prior to such postponed Filing Date by Millville and Wawa, this Agreement and Plan of Merger shall terminate on such postponed Filing Date unless the Filing Date is further postponed by mutual agreement of Millville and Wawa. If the Filing Date is postponed because of any unsatisfied condition and on any postponed Filing Date all conditions have been satisfied or

waived as aforesaid, then the Filing Date shall not be further postponed and the further procedures required under the laws of the State of New Jersey and the Commonwealth of Pennsylvania to make the merger effective under such respective laws shall forthwith be carried out. Any waiver or postponement pursuant to this section shall be in writing.

ARTICLE VI

Miscellaneous

SECTION 6.01. Dissenters. Anything in this Agreement and Plan of Merger to the contrary notwithstanding, in the event that (a) the number of Dissenting Wawa Shares shall exceed 2% of the number of shares of Wawa Capital Stock outstanding on the Merger Date, or (b) the number of Dissenting Millville Shares shall exceed 2% of the number of shares of Millville Common Stock outstanding on the Merger Date, the boards of directors of Millville or Wawa may in their sole discretion (but shall not be obligated to) terminate and cancel this Agreement and Plan of Merger by delivering to the Board of Directors of the other corporation notice of termination, whereupon this Agreement and Plan of Merger shall terminate.

SECTION 6.02. Termination and Cancellation. This Agreement and Plan of Merger may be terminated and cancelled by mutual agreement of Millville and Wawa or by either Millville or Wawa pursuant to Section 5.06 or 6.01 hereof. Upon any such termination of this Agreement and Plan of Merger, each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and Plan of Merger and no party hereto shall have any claims or rights against any other party on account of the representations, warranties, covenants and agreements contained herein.

SECTION 6.03. Survival of Representations and Warranties. Wawa and Millville agree that the representations and warranties contained herein or made hereunder shall expire on the Merger Date, except that liability for willful misrepresentation shall survive the Merger Date.

SECTION 6.04. Notices. All notices, demands and other communications which may or are required to be given hereunder or with respect thereto shall be given by each of the parties hereto on behalf of itself and its directors. All

such notices, demands and other communications shall be in writing, shall be given either by personal delivery or by mail or telegraph, and shall be deemed to have been given or made when personally delivered, when deposited in the mail, first class, air mail, postage prepaid, or when delivered to the telegraph company, charges prepaid, addressed as follows:

(a) if to Millville and its directors:

The Millville Manufacturing Company
and its Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Millville may from time to time designate by notice to the other parties hereto; and

(b) if to Wawa and its directors:

Wawa Dairy Farms and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Wawa may from time to time designate by notice to the other parties hereto; and

(c) if to Markets and its directors:

Wawa Food Markets, Inc. and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Pa. 19102

or to such other addresses as Markets may from time to time designate by notice to the other parties hereto; and

(d) if to T & W and its directors:

Turner & Wescott, Inc. and its
Board of Directors
c/o Richard D. Wood, Jr., Esquire
1421 Chestnut Street
Philadelphia, Penna. 19102

or to such other addresses as T & W may from time to time designate by notice to the other parties hereto.

SECTION 6.05. Entire Agreement and Plan of Merger. This Agreement and Plan of Merger constitutes the entire agreement and plan of merger between the parties and supersedes and cancels any and all prior agreements and plans of merger between the parties relating to the subject matter hereof.

SECTION 6.06. Captions. The captions of Articles and Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement and Plan of Merger.

SECTION 6.07. Counterparts. This Agreement and Plan of Merger may be executed simultaneously in four or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement and Plan of Merger to produce or account for more than one such counterpart.

SECTION 6.08. Amendment Prior to Stockholders' Vote. Any of the terms or conditions of this Agreement and Plan of Merger may be waived at any time by the Constituent Corporation which is, or the shareholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or any of such terms or conditions may be amended or modified in whole or in part at any time prior to the vote of the shareholders of the Constituent Corporations hereon by any agreement in writing, executed in the same manner as this Agreement and Plan of Merger after authorization to do so by the Boards of Directors of the Constituent Corporations, provided, however, that such actions shall be taken only if, in the judgment of the respective Boards of Directors taking the action, such waiver or such amendment or modification will not have a materially adverse effect on the benefits intended under this Agreement and Plan of Merger to their shareholders.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by The Millville Manufacturing Company, Wawa Dairy Farms, Wawa Food Markets, Inc. and Turner & Wescott, Inc. and by a majority of the directors of each of such

corporations, and each of the parties hereto has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day first above written.

THE MILLVILLE MANUFACTURING COMPANY

By: Richard D. Wood
President

<u>Richard D. Wood</u>	<u>Richard D. Wood</u>
<u>Davis & Lewis</u>	<u>[Signature]</u>
<u>Wesley F. Perkins</u>	<u>Charles F. Gaudin</u>
<u>Susanna Wood</u>	<u>[Signature]</u>

Majority of Directors of The Millville Manufacturing Company

[CORPORATE SEAL]

Attest:

Susanna Wood
Secretary

WAWA DAIRY FARMS

By: [Signature]
President

<u>Richard H. [Signature]</u>	<u>[Signature]</u>
<u>John M. Healey</u>	<u>Richard D. Wood</u>

Charles A. Mayhew
Charles F. Gentry
Bradman Wood
W. H. H. H. H.

Majority of Directors of Wawa Dairy Farms

[CORPORATE SEAL]

Attest:

Theodore E. Campbell
Secretary

WAWA FOOD MARKETS, INC.

By: Bradman Wood
President

Theodore E. Campbell
Bradman Wood
W. H. H. H. H.

Majority of Directors of Wawa Food Markets, Inc.

[CORPORATE SEAL]

Attest:

Theodore E. Campbell
Secretary

TURNER & WESCOTT, INC.

By: W. H. H. H. H.
President

Theodore E. Campbell
Richard P. Wood

Richard E. Wood
John M. Healey
Charles R. Meyer

Gradene Wood
W. H. H. H. H.
Charles F. Goulay

Majority of Directors of Turner & Wescott, Inc.

[CORPORATE SEAL]

Attest:

Madeline E. Crawford
Secretary

EXHIBIT A
SECTION OF CERTIFICATE OF INCORPORATION OF
THE MILLVILLE MANUFACTURING COMPANY
RELATING TO
AUTHORIZED CAPITAL STOCK

The total authorized Capital Stock of the Corporation is thirty-four thousand, five hundred and thirty-three (34,533) shares of Class A Common Stock without nominal or par value and eighty-five thousand, four hundred and sixty-seven (85,467) shares of Common Stock of the par value of ten dollars (\$10.00) per share, amounting in the aggregate to eight hundred and fifty-four thousand, six hundred and seventy dollars (\$854,670).

A description of the different classes of stock of the Corporation and a statement of the designations, powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, are as follows:

Class A Common Stock

(a) Dividends. Until conversion of the Class A Common Stock as provided in paragraph (d) below, the holders thereof shall be entitled to receive, out of the assets of the Corporation legally available therefor and as and when declared by the Board of Directors, preference cash dividends at, but not exceeding, the rate of \$1.25 per share per annum, payable quarterly on the 10th day of the months of April, July, October and January in each year. Preference cash dividends upon the Class A Common Stock shall be cumulative from April 10, 1968 so that if in any dividend period or periods full preference cash dividends upon the outstanding shares of Class A Common Stock at the rate fixed therefor shall not have been paid, the deficiency shall be declared and paid or set apart for payment before any other cash dividend shall be declared and paid or set apart for payment on the Class A Common Stock and the Common Stock. Subject to the foregoing, the holders of the Class A Common Stock shall participate pro rata with the holders of the Common Stock in all other dividend distributions, whether in cash or stock, made by the Corporation with respect to its capital stock, each share of each class being entitled to the same distribution per share.

(b) Voting Rights. Each holder of shares of Class A Common Stock shall be entitled to one (1) vote

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for each share held and, except as otherwise provided by law, the shares of Class A Common Stock and the shares of Common Stock of the Corporation shall vote together as one class.

(c) Liquidation or Dissolution. On liquidation or dissolution of the Corporation, whether voluntary or involuntary, before any payment or distribution shall be made to the holders of Common Stock, the holders of Class A Common Stock shall be entitled to be paid an amount equal to all accumulated and unpaid preference cash dividends thereon, whether or not such dividends have been earned or declared. After such payments shall have been made in full to all holders of Class A Common Stock, the remaining assets of the Corporation distributable to stockholders shall be divided and distributed pro rata to the holders of Class A Common Stock and Common Stock, each share of each class being entitled to the same distribution per share.

A consolidation or merger to which the Corporation shall be a party shall not be deemed a liquidation or dissolution of the Corporation within the meaning of this subdivision.

(d) Conversion. All shares of Class A Common Stock outstanding shall be converted on a share per share basis into shares of Common Stock on (i) April 10, 1973 provided all preference cash dividends (including those accumulated) required to be paid shall have been paid on such date or (ii) on such subsequent quarterly dividend payment date with respect to such preference cash dividends as all such preference cash dividends (including those accumulated) shall have been paid.

Forthwith following such automatic conversion, the Corporation shall by mail notify each holder of Class A Common Stock of the occurrence of such automatic conversion, whereupon each such holder shall be required to surrender his certificates for Class A Common Stock to the Corporation at its principal office in Wawa, Pennsylvania and shall be entitled to receive, and shall promptly receive, in exchange therefor, a certificate or certificates representing the full number of shares of Common Stock of the Corporation into which such shares of Class A Common Stock shall have automatically been converted.

Common Stock

(a) Dividends. Subject to the rights of the holders of the Class A Common Stock, the holders of the Common Stock shall be entitled to receive, out of the assets of the Corporation legally available therefor and as and when declared by the Board of Directors, cash dividends and other distributions with respect to the capital stock of the Corporation.

(b) Voting Rights. Each holder of shares of Common Stock shall be entitled to one (1) vote for each share held and except as otherwise provided by law, the shares of Common Stock and Class A Common Stock shall vote together as one class.

(c) Liquidation or Dissolution. Upon the liquidation or dissolution of the Corporation, whether voluntary or involuntary, the assets of the Corporation distributable to stockholders shall, subject to the rights of the holders of the Class A Common Stock with respect to prior payment of accumulated and unpaid preference cash dividends, be divided and distributed pro rata to the holders of Class A Common Stock and Common Stock, each share of each class being entitled to the same distribution per share.

A consolidation or merger to which the Corporation shall be a party shall not be deemed a liquidation or dissolution of the Corporation within the meaning of this subdivision.

General

No holder of any shares of any class of stock of the Corporation shall as such holder, have any pre-emptive right or be entitled as a matter of right to subscribe for or to purchase any other shares or securities of any class which at any time may be sold or offered for sale by the Corporation.

MILLVILLE - WAWA - MARKETS -
T & W AGREEMENT AND
PLAN OF MERGER

SCHEDULE OF CONTRACTS
AND COMMITMENTS

§ 3.09(a) : None

§ 3.09(b) :

1. Wawa Dairy Farms and Turner & Wescott, Inc. Union Pension Plans
2. Wawa Dairy Farms & Turner & Wescott, Inc. Pension Plans for Non-Union Employees
3. Wawa Food Markets, Inc. Profit Sharing Plan

§ 3.09(c) : None

§ 3.09(d) : None

§ 3.09(e) : None

§ 3.09(f) :

1. Wawa Dairy Farms - Dixie Cup machine lease dated 10/22/63
2. Wawa Food Markets, Inc. Notes to, and Security Agreements with, Breyer Ice Cream Division of National Dairy Products Corp. dated 9/13/65, 5/27/66, 12/21/66, 4/4/67, 6/30/67, 9/22/67, 11/21/67 and 1/8/68.

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CERTIFICATE OF THE SECRETARY OF
THE MILLVILLE MANUFACTURING COMPANY
RELATIVE TO VOTE OF STOCKHOLDERS

I, Graham Wood, Secretary of The Millville

Manufacturing Company, a corporation organized under
an Act entitled "an Act to incorporate The Millville

Manufacturing Company" (Laws of New Jersey, 1865 Chapter
CLXXIII), and existing under and doing business pursuant

to Title 14, Corporations, General, Revised Statutes
of New Jersey (Revision of 1937) and acts supplemental

thereto and amendatory thereof, do hereby certify in
accordance with the provisions of Section 14:12-3

thereof:

1. That the foregoing Agreement and Plan

of Merger entered into by and among The Millville Manufacturing
Company, Newa Dairy Farms, Newa Food Markets, Inc. and

Turner & Hascott, Inc., to which this certificate is

attached was authorized at a duly constituted meeting

of the board of directors of said The Millville Manufacturing
Company at which a quorum was present and acting throughout,

and signed by all the directors of said corporation under

its corporate seal.

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my name as Secretary and affixed the seal of said The

IN WITNESS WHEREOF, I have hereunto signed

corporation.

connection with any meeting of stockholders of any other

said meeting and said vote were not held or taken in

of stockholders and vote of any other corporation, and

ment, were held and taken separately from the meeting

by ballot for and against the adoption of said Agree-

The Millville Manufacturing Company and the said vote

4. That the meeting of stockholders of said

favor of the adoption of said Agreement.

of said The Millville Manufacturing Company voted in

owning at least two-thirds of all the capital stock

rejection of said Agreement, and that stockholders

stockholders was taken by ballot for the adoption or

the stockholders at said meeting and a vote of the

3. That said Agreement was considered by

known post office address of each of said stockholders.

and object thereof was served on or mailed to the last

tion, of which meeting twenty days' notice of time, place

called for the purpose of taking the same into considera-

Millville Manufacturing Company at a meeting thereof

duly submitted to the stockholders of said The

2. That said Agreement was thereafter

Millville Manufacturing Company this 15th day of
March, 1968.

Grady Wood
Secretary

(CORPORATE SEAL)

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100-114817

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CERTIFICATE OF THE SECRETARY OF
WAWA DAIRY FARMS
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of Wawa Dairy Farms, a corporation organized under the laws of the Commonwealth of Pennsylvania, and existing under and doing business pursuant to the "Pennsylvania Business Corporation Law", Act of May 3, 1933 (P.L. 364 of Pennsylvania) as amended, do hereby certify in accordance with the provisions of Section 14:12-3 of Title 14, Corporations, General, Revised Statutes of New Jersey (Revision of 1937) and acts supplemental thereto and amendatory thereof;

1. That the foregoing Agreement and Plan of Merger entered into by and among The Millville Manufacturing Company, Wawa Dairy Farms, Wawa Food Markets, Inc. and Turner & Wescott, Inc., to which this certificate is attached was authorized at a duly constituted meeting of the board of directors of said Wawa Dairy Farms, at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

2. That said Agreement was thereafter duly submitted to the stockholders of said Wawa Dairy Farms at a meeting thereof called for the purpose of

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(CORPORATE SEAL)

[Signature]
Secretary

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Wawa Dairy Farms this 15th day of March, 1968.

4. That the meeting of stockholders of said Wawa Dairy Farms and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders of any other corporation.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Wawa Dairy Farms voted in favor of the adoption of said Agreement.

address of each of said stockholders. Twenty days' notice of time, place and object thereof was served on or mailed to the last known post office taking the same into consideration, of which meeting

CERTIFICATE OF THE SECRETARY OF
WAWA FOOD MARKETS, INC.
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of Wawa Food Markets, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania, and existing under and doing business pursuant to the "Pennsylvania Business Corporation Law", Act of May 5, 1933 (P.L. 364 of Pennsylvania) as amended, do hereby certify in accordance with the provisions of Section 14:12-3 of Title 14, Corporations, General, Revised Statutes of New Jersey (Revision of 1937) and acts supplemental thereto and amendatory thereof:

1. That the foregoing Agreement and Plan of Merger entered into by and among The Millville Manufacturing Company, Wawa Food Markets, Inc., Wawa Dairy Farms and Turner & Wescott, Inc., to which this certificate is attached was authorized at a duly constituted meeting of the board of directors of said Wawa Food Markets, Inc., at which a quorum was present and acting throughout, and signed by all the directors of said corporation under its corporate seal.

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4. That the meeting of stockholders of said Hana Food Markets, Inc. and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders or any

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Hana Food Markets, Inc. voted in favor of the adoption of said Agreement.

2. That said Agreement was thereafter duly submitted to the stockholders of said Hana Food Markets, Inc. at a meeting thereof held pursuant to written notice of notice of and consent to the holding of said meeting assigned by all the stockholders of said Hana Food Markets, Inc.

other corporation.

IN WITNESS WHEREOF, I have hereunto signed
my name as Secretary and affixed the seal of said Hara
Food Markets, Inc. this 15th day of March, 1968.

Richard C. [Signature]
Secretary

(CORPORATE SEAL)

RECEIVED
MAR 15 1968
HARA FOOD MARKETS, INC.
CHICAGO, ILL.

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CERTIFICATE OF THE SECRETARY OF
TURNER & WESCOTT, INC.
RELATIVE TO VOTE OF STOCKHOLDERS

I, Theodore E. Crawford, Jr., Secretary of
Turner & Wescott, Inc., a corporation organized under
the laws of the Commonwealth of Pennsylvania, and
existing under and doing business pursuant to the
"Pennsylvania Business Corporation Law", Act of May
5, 1933 (P.L. 364 of Pennsylvania) as amended, do
hereby certify in accordance with the provisions of
Section 14:12-3 of Title 14, Corporations, General,
Revised Statutes of New Jersey (Revision of 1937) and
acts supplemental thereto and amendatory thereof:

1. That the foregoing Agreement and Plan
of Merger entered into by and among The Millville
Manufacturing Company, Turner & Wescott, Inc., Wawa
Dairy Farms and Wawa Food Markets, Inc., to which this
certificate is attached was authorized at a duly
constituted meeting of the board of directors of said
Turner & Wescott, Inc., at which a quorum was present
and acting throughout, and signed by all the directors
of said corporation under its corporate seal.

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2. That said Agreement was thereafter duly submitted to the stockholders of said Turner & Wescott, Inc. at a meeting thereof held pursuant to written waiver of notice of and consent to the holding of said meeting signed by all the stockholders of said Turner & Wescott, Inc.

3. That said Agreement was considered by the stockholders at said meeting and a vote of the stockholders was taken by ballot for the adoption or rejection of said Agreement, and that stockholders owning at least two-thirds of all the capital stock of said Turner & Wescott, Inc. voted in favor of the adoption of said Agreement.

4. That the meeting of stockholders of said Turner & Wescott, Inc. and the said vote by ballot for and against the adoption of said Agreement, were held and taken separately from the meeting of stockholders and vote of any other corporation, and said meeting and said vote were not held or taken in connection with any meeting of stockholders of any other corporation.

IN WITNESS WHEREOF, I have hereunto signed.

my name as Secretary and affixed the seal of said Turner

& Wescott, Inc., this

15th day of March, 1966.

Elizabeth M. Turner

Secretary

(CORPORATE SEAL)

THE ABOVE AGREEMENT AND PLAN OF MERGER, having been executed by the directors of each corporate party thereto, and having been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of Title 14, Corporations, General, Revised Statutes of New Jersey of 1937, and that fact having been certified on said Agreement and Plan of Merger by the Secretary of each corporate party thereto, said Secretaries of each corporate party thereto do now hereby execute the said Agreement and Plan of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 25th day of March, 1968.

(Corporate Seal)

THE MILLVILLE MANUFACTURING COMPANY

Guadalupe Lopez
Secretary

(Corporate Seal)

HANA PATRIC FARRELL

Hana Patric Farrell
Secretary

NOTED NO. 1138
174

(Corporate Seal)

HAWA FOOD MARKETS, INC.

Edward C. Hines
Secretary

(Corporate Seal)

TURNER & WESCOTT, INC.

Edward C. Hines
Secretary

WILLIAMSON
WILLIAMSON
WILLIAMSON

STATE OF New Jersey)
COUNTY OF Cumberland) ss:

Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the undersigned, a notary public in and for the state of New Jersey personally appeared Graham Wood, to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of the Millville Manufacturing Company, one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said Agreement is the corporate seal of the said corporation, that it was so affixed by order of the corporation; that Richard D. Wood, Davis D. Lewis, Wesley F. Patience, Graham Wood, Richard D. Wood, Jr., Santo J. Salvo, Charles F. Courlay and George Wood Furness are the directors of the said corporation; that he saw the said Richard D. Wood, Davis D. Lewis, Wesley F. Patience, Graham Wood, Richard D. Wood, Jr., Santo J. Salvo, Charles F. Courlay and George Wood Furness, as such directors; sign and execute said Agreement and Plan of Merger and affix said seal thereto.

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-2-

NOTARY PUBLIC
My Commission Expires February 27, 1972

(Notarial Seal)

and heard them declare that they signed and executed the
same as the voluntary act and deed of the said corporation,
by its order and by authority of its board of directors
and the vote, in person or by proxy, of at least two-
thirds of all the capital stock of said corporation, for
the uses and purposes therein expressed and that this
deponent signed his name thereto, at the same time, as
a subscribing witness.

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Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the undersigned, a notary public in and for the state of New Jersey personally appeared Theodore E. Crawford, Jr., to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of Hava Dairy Farms, one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said agreement is the corporate seal of the said corporation, that it was so affixed by order of the corporation; that Richard D. Wood, John M. Hurley, Theodore E. Crawford, Jr., Richard D. Wood, Jr., Charles R. Meyers, Charles R. Hurley, George Wood, John J. Finley, Jr. are the directors of the said corporation; that he saw the said directors of the said corporation, Theodore E. Crawford, Jr., Richard D. Wood, John M. Hurley, Theodore E. Crawford, Jr., Charles R. Meyers, Charles R. Hurley, George Wood, John J. Finley, Jr. sign and execute said Agreement and Plan of Merger and affix said seal thereto, and

STATE OF New Jersey
COUNTY OF Cumberland

heard them declare that they signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy, of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, and as a subscribing witness.

(Notarial Seal)

E. Henry S. Young
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 22, 1976

STATE OF New Jersey }
COUNTY OF Cumberland } ss:

Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the subscriber, a notary public in and for the state of New Jersey personally appeared Theodore E. Crawford, Jr., to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of Wawa Food Markets, Inc., one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said agreement is the corporate seal of the said corporation, that it was so affixed by order of the corporation; that Theodore E. Crawford, Jr., Graham Wood and John J. Vinley, Jr. are the directors of the said corporation; that he saw the said Theodore E. Crawford, Jr., Graham Wood and John J. Vinley, Jr., as such directors, sign and execute said Agreement and Plan of Merger and affix said seal thereto, and heard them declare that they signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy,

NOTARIAL PUBLIC
STATE OF NEW JERSEY

NOTARIAL PUBLIC
STATE OF NEW JERSEY
My Commission Expires February 27, 1972

[Signature]

(Notarial Seal)

of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

STATE OF New Jersey }
COUNTY OF Cumberland } ss:

Be it remembered that on the 15th day of March, in the year of our Lord 1968, before me, the subscriber, a notary public in and for the state of New Jersey personally appeared Theodore E. Crawford, Jr., to me known, who being by me duly sworn according to law, on his oath does depose and say that he is the secretary of and well knows the seal of Turner & Wescott, Inc., one of the corporations which executed the foregoing Agreement and Plan of Merger, that the seal affixed to said agreement is the corporate seal of the said corporation, that it was so affixed by order of the corporation; that Theodore E. Crawford, Jr., Richard D. Wood, Jr., Richard D. Wood, John M. Hurley, Charles R. Meyers, Graham Wood, John J. Finley, Jr., Charles F. Courlay and George Wood Furness are the directors of the said corporation; that he saw the said Theodore E. Crawford, Jr., Richard D. Wood, Jr., Richard D. Wood, John M. Hurley, Charles R. Meyers, Graham Wood, John J. Finley, Jr., Charles F. Courlay and George Wood Furness, as such directors, sign and execute said Agreement and Plan of Merger and affix said seal thereto, and heard them declare that they

signed and executed the same as the voluntary act and deed of the said corporation, by its order and by authority of its board of directors and the vote, in person or by proxy, of at least two-thirds of all the capital stock of said corporation, for the uses and purposes therein expressed and that this deponent signed his name thereto, at the same time, as a subscribing witness.

(Notarial Seal)

Charles S. King
Notary Public

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires February 27, 1972

RECEIVED
FEB 27 1972
NEW YORK

183

X1636

AGREEMENT OF MEMBERS

LESA RAYZ DART

SELA FOOD MARKET, INC.

LESA & WIMBOLD, INC.

LETO

THE MILLVILLE MANUFACTURING

COMPANY

CERTIFICATE OF PAYMENT OF

CORPORATION FRANCHISE TAX

Edward Tiedell, Esquire
1421 Chestnut Street
Philadelphia, Pa.

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THIRD: The aggregate number of shares which the corporation shall have authority to issue is 150,000 shares of Common Stock of the par value of Ten Dollars (\$10.00) each.

FOURTH: The address of the corporation's current registered office is 15 Exchange Place, Jersey City, Hudson County, New Jersey 07302 and the name of its current registered agent at such address is The Corporation Trust Company.

FIFTH: The number of directors constituting the

RESTATED CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-3, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following Restated Certificate of Incorporation:

FIRST: The name of the corporation is Wawa, Inc.

SECOND: The Corporation is organized for the purpose of doing any and all of the activities set forth in its original charter, namely an act of the Legislature of the State of New Jersey entitled "An Act to incorporate The Millville Manufacturing Company", approved March 10, 1865, and in the several acts supplementary thereto, and further, to engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is 150,000 shares of Common Stock of the par value of Ten Dollars (\$10.00) each.

FOURTH: The address of the corporation's current registered office is 15 Exchange Place, Jersey City, Hudson County, New Jersey 07302 and the name of its current registered agent at such address is The Corporation Trust Company.

FIFTH: The number of directors constituting the current board of directors is 13. The names and address of the

directors are as follows:

<u>Names</u>	<u>Addresses</u>
Lester S. Broadbelt	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Alexander Ewing	400 Market Street East Philadelphia, Pennsylvania 19106
John J. Finley, Jr.	500 South Roberts Road Rosemont, Pennsylvania
George Wood Furness	Chestnut Parkway & Ridley Drive Wallingford, Pennsylvania 19086
Albert W. Gilmer, Esquire	Dechert, Price & Rhoads 1 Penn Center Plaza Philadelphia, Pennsylvania 19102
Sam J. Jacobson	P.D.Q. Corporation 3310 University Avenue Madison, Wisconsin 53705
Robert E. Keith, Jr.	The Fidelity Bank Broad & Walnut Streets Philadelphia, Pennsylvania 19109
Santo J. Salvo, Esquire	1 Elizabeth Avenue Millville, New Jersey 08112
Grahame Wood	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Richard D. Wood	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Richard D. Wood, Jr., Esquire	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
Thomas J. Payne	The Millville Manufacturing Company Red Roof - Baltimore Pike Mawa, Pennsylvania 19061
David I. Rhame	The Maurice River Company 821 Columbia Avenue Millville, New Jersey 08112

SIXTH: One or more or all of the directors of the corporation may be removed either for cause or without cause by the shareholders by the affirmative vote of the majority of the votes cast by the holders of shares entitled to vote for the election of directors, and the board of directors shall have the power to remove directors for cause and to suspend directors pending a final determination that cause exists for removal.

SEVENTH: Any action, other than the election of directors, shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Dated this 11 day of August, 1974.

THE MILLVILLE MANUFACTURING COMPANY
(hereinafter to be known as Wawa, Inc.)

[Corporate Seal]

By [Signature]

Attest: [Signature]

CERTIFICATE REQUIRED TO BE FILED WITH THE
RESTATED CERTIFICATE OF INCORPORATION
OF
THE MILLVILLE MANUFACTURING COMPANY

Pursuant to the provisions of Section 14A:9-5(5), Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following certificate:

FIRST: The name of the corporation is THE MILLVILLE MANUFACTURING COMPANY.

SECOND: The Restated Certificate of Incorporation was adopted on the 7th day of August, 1974.

THIRD: At the time of the adoption of the restated certificate, the total number of shares entitled to vote thereon was 65,031. That in lieu of a meeting and vote of shareholders, the restated certificate of incorporation was duly adopted by the shareholders without a meeting pursuant to the written consents of the shareholders in the manner provided for in Section 14A:5-6 and that the number of shares represented by such consents were 53,988 shares.

FOURTH: This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by:

1. Changing the name of the corporation from The Millville Manufacturing Company to Nawa, Inc.
2. Adding to the purposes for which the corporation is organized by providing that it may engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act.
3. Eliminating the Class A Common Stock, without nominal or par value, and increasing the number of shares of Common Stock, which the

corporation has authority to issue from 85,467 to 150,000, par value \$10 per share.

4. Authorizing removal of directors, with or without cause, by the shareholders and removal of directors for cause or suspension of directors pending a final determination that cause exists for removal by the board of directors.

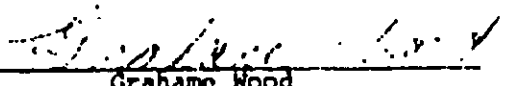
5. Reducing the vote of shareholders necessary to authorize actions requiring shareholder approval from two-thirds to a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

6. Eliminating all other provisions of the former Certificate of Incorporation.

Dated this 21 day of August, 1974.

THE MILLVILLE MANUFACTURING COMPANY

By


Graham Wood
President

X 1636

SEP 3 1974

EJ.
MS ...

12.00
10.00
1.00
1.00
TOTAL \$ 155.00

210746

10/10/74. 11/10/74. 12/10/74.
P. 10/10/74. 11/10/74. 12/10/74.
C. 10/10/74. 11/10/74. 12/10/74.
P. 10/10/74. 11/10/74. 12/10/74.
C. 10/10/74. 11/10/74. 12/10/74.

CERTIFICATE OF AMENDMENT
TO
RESTATED CERTIFICATE OF INCORPORATION
OF
WAWA, INC.

TO: The Secretary of State
 State of New Jersey

Pursuant to the provisions of Section 14A:9-4, Corporations, General, of the New Jersey Statutes, the undersigned corporation, desiring to amend its Restated Certificate of Incorporation, hereby executes the following Certificate of Amendment:

FIRST: The name of the corporation is
Wawa, Inc.

SECOND: The amendment adopted by the Shareholders, set forth in full, is as follows:

"RESOLVED, that Article THIRD of the Restated Certificate of Incorporation be amended so as to read in full as follows:

'THIRD: The aggregate number of shares which the corporation shall have authority to issue is 1,500,000 shares of Common Stock of the par value of One Dollar (\$1.00) each.'"

THIRD: The date of the adoption of the foregoing amendment by the shareholders of the corporation was June 2, 1976.

FOURTH: The number of shares entitled to vote thereon was 68,031 Common Shares.

FIFTH: The number of shares voted in favor of such amendment was 65,967 shares.

The number of shares voted against such amendment was zero (0) shares.

SIXTH: Upon the filing of this Certificate of Amendment in the Office of the Secretary of State of New Jersey, each share of Common Stock, par value of \$10.00 per share of the corporation outstanding on the date thereof shall be converted, without any further action by the corporation or its shareholders, into one share of Common Stock, par value of \$1.00 per share. In connection with such conversion, the stated capital of the corporation shall be reduced by the transfer of \$612,279 from the stated capital to the Additional Paid-in Capital account. The stated capital of the corporation after such conversion, giving effect to such reduction, shall be \$68,031.

IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate of Amendment to be signed by a duly authorized officer and its corporate seal, duly attested by another such officer, to be hereunto affixed, this day of June, 1976.

WAWA, INC.

Attest:

By: Richard F. Linn

Richard F. Linn

(Corporate Seal)

X 1636

FILED

JUL 27 1966

82nd Hotel
SECRETARY OF STATE

299533

LICENSE FEE

\$1,000

FILING FEE

\$35

RECORDING

CERTIFYING COPY

SEC. OF STATE

\$1,035

Wm. J. [unclear]
[unclear] [unclear]

Wawa Food Markets

Red Roof

Baltimore, Md.

Wawa, Pa. 19663

0386. 1651

CERTIFICATE OF MERGER

OF

SHIRWOOD, INC.

INTO

WAWA, INC.

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Title 14A of the Revised Statutes of New Jersey, the undersigned corporation hereby executes the following Certificate of Merger.

1. WAWA, INC., a corporation organized and existing under the laws of the State of New Jersey and owning all of the outstanding shares of each class and series of SHIRWOOD, INC., its subsidiary corporation organized and existing under the laws of the State of Connecticut, the provisions of which permit the merger of a corporation of another state and a corporation organized and existing under the laws of said state, hereby agrees to the merger of that subsidiary corporation into WAWA, INC., which is hereinafter designated as the surviving corporation.

The total authorized capital stock of the surviving corporation shall be 1,500,000 shares of common stock, par value \$1.00.

1 3 8 6 . 1 6 5 .

The address of the surviving corporation's registered office is 28 West State Street, Trenton, New Jersey 08608 and the name of its registered agent at such address is The Corporation Trust Company.

2. The Plan of Liquidation and Merger, attached hereto as Exhibit A, was approved by the board of directors of the undersigned corporation.

3. There are 10 shares of common stock, par value \$100.00, of Shirwood, Inc. issued and outstanding, all of which shares are owned by Wawa, Inc., the parent corporation.

IN WITNESS WHEREOF the undersigned corporation has caused this Certificate of Merger to be executed as of the 16th day of February, 1980.

WAWA, INC.

By: R. L. Wood
President or Vice President

Thomas R. Anderson
Secretary or Asst. Secretary

PLAN OF LIQUIDATION AND MERGER

PLAN OF LIQUIDATION AND MERGER dated as of February 28, 1980 between WaWa, Inc., a New Jersey corporation ("WaWa"), the surviving corporation of the merger, and Shirwood, Inc., a Connecticut corporation ("Shirwood"), WaWa's wholly-owned subsidiary, which will be merged with and into WaWa pursuant to Section 332 of the Internal Revenue Code of 1954, as amended, and Section 33-371 of the Connecticut Stock Corporation Act and Section 14A: 10-5 of the New Jersey Business Corporation Act (the "Merger").

1. Name and Location of Surviving Corporation

The surviving corporation of the merger shall be WaWa, which shall continue to exist as a corporation organized under and governed by the laws of the State of New Jersey. The name and registered office of WaWa in effect immediately prior to the Merger shall be the name and registered office of the Surviving Corporation after the Merger until amended.

2. Effective Time of the Merger. The Merger

shall be effective upon the filing of Certificates of Merger with the State of Connecticut and the State of New Jersey (the "Effective Time of the Merger"). It is intended that

for Federal income tax purposes WaWa's basis for the property received by it from Shirwood in the Merger be determined under Section 334(b)(2) of the Internal Revenue Code of 1954, as amended, and accordingly that the Effective Time of the Merger be as soon as is reasonably practical from the date hereof, but, in any event, within two years of the date hereof. At the Effective Time of the Merger the separate existence of Shirwood shall cease and Shirwood shall be merged with and into WaWa. WaWa is sometimes referred to herein as the "Surviving Corporation".

3. Method of Implementation.

(a) WaWa owns 100 percent of the outstanding capital stock of Shirwood. At the Effective Time of the Merger all such capital stock shall be cancelled.

(b) The Articles of Incorporation of WaWa in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time of the Merger until amended as therein provided or as otherwise provided by law.

(c) The By-Laws of WaWa in effect immediately prior to the Merger shall be the By-Laws of the Surviving Corporation after the Effective Time of the Merger until amended as therein provided or as otherwise provided by law.

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(d) The directors of Wawa in office at the Effective Time of the Merger shall be the directors of the Surviving Corporation until their successors are elected in accordance with the By-Laws of the Surviving Corporation.

(e) The officers of Wawa in office at the Effective Time of the Merger shall be the officers of the Surviving Corporation, holding the respective offices in the Surviving Corporation which they hold in Wawa, until their successors are elected or appointed in accordance with the By-Laws of the Surviving Corporation.

IN WITNESS WHEREOF, Wawa and Shirwood have caused this Plan of Liquidation and Merger to be duly executed as of the date first above written by two officers of each corporation and their respective corporate seals are attached hereto.

[Seal]

WAWA, INC.

Attest:

W. V. Anderson
Secy

By:

Richard S. Wood
Pres.

[Seal]

SHIRWOOD, INC.

Attest:

Richard S. Wood
Secy

By:

Richard S. Wood
Pres.

0 3 8 6 1 6 5 6

FILED

MAR 18 1980

DONALD LAN
SECRETARY OF STATE

X-20/631

**STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.**

(For Use by Domestic Corporations Only)

FILED

NOV 28 1984

JANE BURGIO
Secretary of State

6007512

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Required Shares:

1. The name of the corporation is Wawa, Inc.

2. The number of shares cancelled is 54,650; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Wawa Common		54,650

(Omit the following if not applicable.)

3. If cancelled shares were not reacquired out of stated capital or by their conversion into other shares of the corporation, the date of adoption of the resolution of the board of directors cancelling such shares was on the 12th day of September, 19 84.

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 625,660; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
Wawa Common		625,660

5. The amount of the stated capital of the corporation after giving effect to such cancellation is \$ 625,660.00. (Must be set forth in dollars.)

(Use the following if the Certificate of Incorporation, or the Plan of Merger or Consolidation, in the case of shares acquired by the corporation pursuant to Section 14A:11-1 et seq., Corporations, General, of the New Jersey Statutes (regarding rights of dissenting shareholders), provides that the cancelled shares shall not be reissued.)

6. The Certificate of Incorporation is amended pursuant to a resolution of the board of directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is _____; itemized as follows:

<u>Class</u>	<u>Series</u>	<u>No. of Shares</u>
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The number of shares outstanding at the time of approving such reduction was _____.

The number of shares entitled to vote thereon was _____; item-

ized as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the reduction respectively.)

No. of Shares Voting For Reduction

No. of Shares Voting Against Reduction

Dated this 15th day of October, 19 84.

WAWA, INC.

(Corporate Name)

By

Vincent P. Anderson

(Signature)

Vincent P. Anderson, Vice President

(Type or Print Name and Title)

(*May be executed by the chairman of the board, or the president, or a vice-president.)

Fees for filing in Office of the Secretary of State, State House, Trenton, N. J. 08625.

Filing Fee	\$20.00	\$50.00
Recording Fee		
Single page (front and back)	\$ 2.00	
Each additional page	\$ 1.00	

FILED BY:

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.

FOLDER NO.:

8-10-87

CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
WAWA, INC.

AMC

TO: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-2(4)
and Section 14A:9-4(3), Corporations, General, of the New
Jersey Statutes, the undersigned corporation hereby executes
the following Certificate of Amendment to its Restated
Certificate of Incorporation:

FIRST: The name of the corporation is Wawa, Inc.

SECOND: Amendments to the corporation's Restated
Certificate of Incorporation in the form attached hereto as
Exhibit A were approved by the directors and were duly
adopted by the shareholders of the corporation on the 17th
day of June, 1987.

THIRD: On May 1, 1987, the record date for
determining the shareholders entitled to vote on said
Amendments to the corporation's Restated Certificate of
Incorporation, the total number of shares entitled to vote
thereon was 625,660.

FOURTH: The Amendments to the Restated Certificate
of Incorporation were duly adopted by the Corporation's

920 706 0000

8-16-87

shareholders at a meeting held on June 17, 1987, 597,820 shares being voted for such Amendments, 14,700 shares being voted against such Amendments and 27,840 shares abstaining from such vote. A two-thirds majority of the shares voted at the meeting were voted in favor of the Amendments.

Dated this 9th day of July, 1987.

WAWA, INC.

By:



Vincent P. Anderson
Senior Vice President

EXHIBIT A

NOW, THEREFORE, BE IT RESOLVED, that the Restated

Certificate of Incorporation of the Corporation be amended

so as to add thereto a new Article Eighth and a new Article

Ninth, which shall read in full as follows:

EIGHTH. To the fullest extent permitted by the

New Jersey Business Corporation Act (as the same

may be amended), a director of the corporation

shall not be personally liable to the corporation

or its shareholders for damages for breach of any

duty owed to the corporation or its shareholders,

except that this Article Eighth shall not relieve

a director from liability for any breach of duty

based upon an act or omission (a) in breach of

such person's duty of loyalty to the corporation

or its shareholders, (b) not in good faith or

involving a knowing violation of law or (c)

resulting in receipt by such person of an improper

personal benefit. To the extent permitted by the

New Jersey Business Corporation Act (as the same

may be amended), no amendment or modification to

or repeal or termination of effectiveness of this

Article Eighth or any law authorizing this Article

Eighth shall apply to or have any effect on the

liability or alleged liability of any director for

or with respect to any act or omission of such

director occurring prior to such amendment,

modification, repeal or termination of effective-

ness.

NINTH. To the fullest extent permitted by the New

Jersey Business Corporation Act (as the same may

be amended), an officer of the corporation shall

not be personally liable to the corporation or its

shareholders for damages for breach of any duty

owed to the corporation or its shareholders,

except that this Article Ninth shall not relieve

an officer from liability for any breach of duty

based upon an act or omission (a) in breach of

such person's duty of loyalty to the corporation or its shareholders, (b) not in good faith or involving a knowing violation of law or (c) resulting in receipt by such person of an improper personal benefit. To the extent permitted by the New Jersey Business Corporation Act (as the same may be amended), no amendment or modification to or repeal or termination of effectiveness of this Article Ninth or any law authorizing this Article Ninth shall apply to or have any effect on the liability or alleged liability of any officer for or with respect to any act or omission of such officer occurring prior to such amendment, modification, repeal or termination of effectiveness.

MS3:jdc:7104-1.ms
7/6/87

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FILED

AUG 10 1987

JANE BURGIO
Secretary of State

CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
HAWA, INC.

X-1506

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

WAWA, INC.

I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
filed in this office
November 24, 2014
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.



Certificate Number: 134334217

Verify this certificate online at

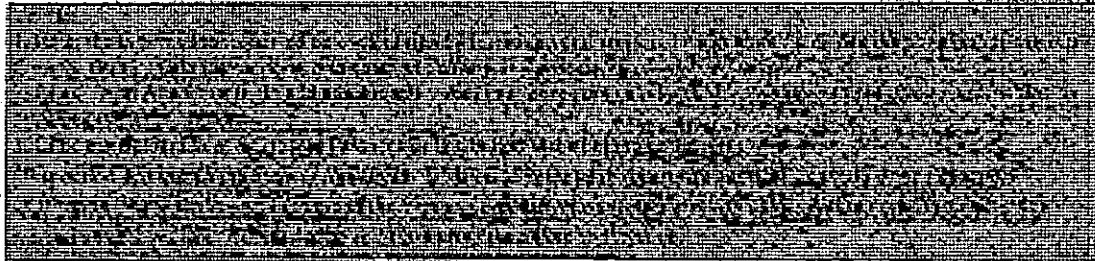
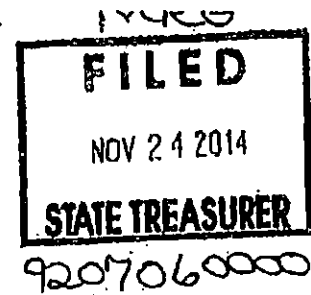
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
26th day of November, 2014

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

New Jersey Division of Revenue & Enterprise Services
Certificate of Merger/Consolidation
(Profit Corporations)



This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NISA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue & Enterprise Services office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation
2. Name of Surviving Business Entity: Wawa, Inc.
3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by (if applicable)
Wawa, Inc.	New Jersey	9207060000
Rocky Run Merger Sub, Inc.	New Jersey	0101034165
4. Date Merger/Consolidation adopted: November 20, 2014
5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Wawa, Inc. Outstanding Shares 529,163
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For 478,807.72 Voting Against 35,110.37 ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

-b Corp. Name Rocky Run Merger Sub, Inc. Outstanding Shares 100
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

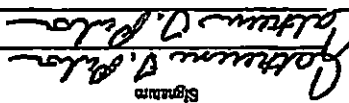
-c Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐



*Remember to attach 1) the plan of merger or consolidation and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

	Catherine T. Pulos	Senior Vice President -	11/21/2014
	Catherine T. Pulos	Rocky Run Manger Bldg, Inc.	11/21/2014
		President	Date
		Chief People and Chief	
		Financial Officer, Wawa, Inc.	

7. Effective Date (see last): November 24, 2014

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously exercisable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a disinterested shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissolving shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BETWEEN

ROCKY RUN MERGER SUB, INC.

AND

WAWA, INC.

DATED AS OF OCTOBER 21, 2014

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "**Agreement**"), dated as of October 21, 2014, is by and between Rocky Run Merger Sub, Inc., a New Jersey corporation ("**Mergerco**"), and Wawa, Inc., a New Jersey corporation (the "**Company**"). Mergerco and the Company are sometimes collectively referred to herein as the "**Constituent Corporations**" or the "**Parties**" or individually referred to as a "**Constituent Corporation**" or a "**Party**." Capitalized terms not elsewhere defined are defined in Section 8.9 of this Agreement.

RECITALS

WHEREAS, the Wawa, Inc. Employee Stock Ownership Plan, as it may be amended from time to time (the "**ESOP**"), has and is anticipated to have a significant and growing deficit;

WHEREAS, the Board of Directors of the Company (the "**Company Board**") created a special committee of independent directors (the "**Special Committee**") to review and recommend a plan to address the ESOP's current and future deficit as well as to consider strategies to enhance the Company's overall value;

WHEREAS, the Company's management made a presentation to the Special Committee regarding certain possible transactions which would address the ESOP's current and future deficiency as well as enhance the overall value of the Company;

WHEREAS, the Special Committee retained various professional advisors, including Houlihan Lokey Financial Advisors, Inc., Ernst & Young LLP, Kramer Levin Naftalis & Frankel LLP and Duff & Phelps, LLC, to consider management's presentation as well as other strategic alternatives available to the Company;

WHEREAS, in connection with its review, the Special Committee remained committed to the guiding principles of the Company, which include, among others, private shared ownership whereby the employees of the Company maintain a meaningful ownership percentage of the Company;

WHEREAS, after reviewing management's presentation, presentations from certain of its advisors and its own deliberations and debate, the Special Committee has determined that an election by the Company (the "**Election**") to be treated as an "S" corporation under the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they may be amended from time to time (collectively, the "**Code**") represents the most appropriate manner, consistent with the Company's core principals, to address the ESOP deficit and enhance the overall value of the Company;

WHEREAS, based on the recommendation of the Special Committee, the Company has determined that it is in the best interests of the Company to pursue the Election;

WHEREAS, in order to facilitate the Election, (i) a reorganization of the Company shall be effected, upon the terms and subject to the conditions set forth in this Agreement, by merging Mergerco with and into the Company, with the Company as the surviving corporation (the

"Merger"), in accordance with the New Jersey Business Corporation Act (the "BCA"), whereby each issued and outstanding share of common stock, \$1.00 par value per share, of the Company (the "Company Common Stock") (other than shares to be cancelled in accordance with Section 1.4(b) and the Dissenting Shares) will be converted into the right to receive the Per Share Stock Consideration or the Per Share Cash Consideration and (ii) the shareholders of the Surviving Corporation shall, as a condition to remaining a shareholder of the Company, consent to the Election and enter into a Shareholders' Agreement with the Surviving Corporation, substantially in the form attached hereto as Exhibit A or, for shareholders who are employees or directors of the Company, substantially in the form attached hereto as Exhibit B (collectively, the "Shareholders' Agreement");

WHEREAS, the Company has caused Mergerco to be formed solely in order to effect the Merger;

WHEREAS, the Special Committee, acting on behalf of the Company Board, has approved this Agreement and the transactions contemplated hereby, including the Merger and recommended that the Company's shareholders approve this Agreement and the transactions contemplated hereby, including the Merger;

WHEREAS, the Board of Directors of Mergerco has approved this Agreement and the transactions contemplated hereby, including the Merger; and

WHEREAS, the Parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the BCA, at the Effective Time, Mergerco shall merge with and into the Company. The Company shall be the surviving corporation (herein sometimes called the "Surviving Corporation") in the Merger, and shall continue its corporate existence under the Laws of the State of New Jersey. The name of the Surviving Corporation shall continue to be Wawa, Inc. Upon consummation of the Merger, the separate corporate existence of Mergerco shall terminate.

1.2 Closing, Closing Date, Determination Date and Effective Time. Unless a different date, time and/or place are agreed to by the Parties, the closing of the Merger (the "Closing") shall take place at 10:00 a.m., at the offices of Ballard Spahr LLP, 1735 Market Street, 51st Floor, Philadelphia, PA 19103-7599, on a date determined by the Company, which date (the "Closing Date") shall be not more than twenty (20) Business Days following the receipt of all necessary regulatory, governmental and shareholder approvals and consents and the

expiration of all statutory waiting periods in respect thereof and the satisfaction or waiver of all of the conditions to the consummation of the Merger specified in Article VI of this Agreement (other than the delivery of certificates, opinions and other instruments and documents to be delivered at the Closing). Simultaneous with or immediately following the consummation of the Closing, Mergerco and the Company shall cause to be filed, with the Department of the Treasury of the State of New Jersey, a certificate of merger relating to the Merger (the "Certificate of Merger"). The Certificate of Merger shall specify the Effective Time of the Merger. For purposes of this Agreement, the term "Effective Time" shall mean (i) a date and time following the consummation of the Closing and set forth in the Certificate of Merger (which date and time the Parties currently anticipate will be the close of business on the Closing Date) or (ii) in the event that the Parties fail to specify such date and time in the Certificate of Merger, the time of the filing of the Certificate of Merger. The Merger shall be effective as of the Effective Time.

1.3 Effect of the Merger. At the Effective Time, the Surviving Corporation shall be considered the same business and corporate entity as each of Mergerco and the Company and, thereupon and thereafter, all the property, rights, privileges, powers and franchises of each of Mergerco and the Company shall vest in the Surviving Corporation and the Surviving Corporation shall be subject to and be deemed to have assumed all of the debts, liabilities, obligations and duties of each of Mergerco and the Company and shall have succeeded to all of each of their relationships, as fully and to the same extent as if such property, rights, privileges, powers, franchises, debts, liabilities, obligations, duties and relationships had been originally acquired, incurred or entered into by the Surviving Corporation. In addition, any reference to either of Mergerco and the Company in any contract or document, whether executed or taking effect before or after the Effective Time, shall be considered a reference to the Surviving Corporation if not inconsistent with the other provisions of the contract or document; and any pending action or other judicial proceeding to which either of Mergerco or the Company is a party shall not be deemed to have abated or to have discontinued by reason of the Merger, but may be prosecuted to final judgment, order or decree in the same manner as if the Merger had not been made; or the Surviving Corporation may be substituted as a party to such action or proceeding, and any judgment, order or decree may be rendered for or against it that might have been rendered for or against either of Mergerco or the Company if the Merger had not occurred.

1.4 Conversion of Company Common Stock.

(a) At the Effective Time, subject to the other provisions of Sections 1.4 and 1.5 of this Agreement, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Shares to be cancelled in accordance with Section 1.4(b) and the Dissenting Shares), shall by virtue of this Agreement and without any action on the part of the Company, Mergerco or the holder thereof, cease to be outstanding and shall be converted into and become the right to receive, at the election of the holder thereof subject to the provisions of Section 1.5 of this Agreement, either:

(i) one (1) newly and validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation ("Surviving Corporation Common Stock") (such shares, the "Per Share Stock Consideration", and the ratio of such number, the "Exchange Ratio"); or

(ii) cash in an amount equal to seven thousand dollars (\$7,000.00) (the "Per Share Cash Consideration").

(b) At the Effective Time, (i) all shares of Company Common Stock that are owned by the Company as treasury stock and (ii) all shares of Company Common Stock that are owned directly or indirectly by the Company or any of their respective Subsidiaries shall be converted at the Exchange Ratio.

(c) On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares of Company Common Stock (the "Certificates") shall cease to have any rights as shareholders of the Company, except the right to receive the Per Share Stock Consideration or Per Share Cash Consideration for each such share held by them in accordance with this Agreement. The consideration which any holder of Company Common Stock is entitled to receive pursuant to this Article I is referred to herein as the "Merger Consideration". The consideration which all of the Company shareholders are entitled to receive pursuant to this Article I is referred to herein as the "Aggregate Merger Consideration".

1.5 Election Procedures.

(a) Allocation. The allocation of the Aggregate Merger Consideration between cash and shares of Surviving Corporation Common Stock shall be determined pursuant to this Section 1.5.

(b) Eligible Shareholders May Elect Stock or Cash. Subject to the allocation and election procedures set forth in this Section 1.5, each record holder of shares of Company Common Stock that is an Eligible Shareholder immediately prior to the Effective Time will be entitled (i) to elect to receive cash for all of such shares (a "Cash Election") or (ii) to elect to receive Surviving Corporation Common Stock for all of such shares (a "Stock Election"). All such elections shall be made on a form designed for that purpose by the Company (a "Form of Election"). The Form of Election completed by any Eligible Shareholder who makes a Stock Election shall (i) attach a duly executed signature page to the Shareholders' Agreement, (ii) attach a duly executed shareholder representation letter (the "Representation Letter"), a form of which is attached hereto as Exhibit C, (iii) attach a duly executed consent to the Election as required by the Internal Revenue Service, a form of which is attached hereto as Exhibit D, and corresponding forms of any applicable state or local taxing authority (the "Consents"), and (iv) if such Eligible Shareholder is a trust, attach a duly executed election, as applicable, to be treated as either an electing small business trust or qualified subchapter S trust under the Code (the "Trust Election"), all to be held in escrow by the Company, the release of which shall solely be subject to the Closing of the Merger. Any holder of Company Common Stock who makes a Stock Election but fails to tender an executed signature page to the Shareholders' Agreement, the Representation Letter, the Consents or, if applicable, the Trust Election prior to the Election Deadline will be deemed to have made a Cash Election with respect to such shares in accordance with Section 1.5(g) hereto. Holders of record of shares of Company Common Stock who hold such shares as nominees, trustees or in other representative capacities (a "Representative") may submit multiple Forms of Election, provided that each such Form of Election covers all the

shares of Company Common Stock held by each Representative for a particular beneficial owner.

(c) Ineligible Shareholders to Receive Cash Only. Each record holder immediately prior to the Effective Time of shares of Company Common Stock that is an Ineligible Shareholder will be entitled to receive cash for all of such shares. For the avoidance of doubt, an Ineligible Shareholder shall not be entitled to receive Surviving Corporation Common Stock in the Merger and may only receive the Per Share Cash Consideration for each of such Ineligible Shareholder's shares.

(d) Oversubscription for Cash. For purposes of this Agreement, all shares of Company Common Stock with respect to which a Cash Election is made or is deemed to have been made and all shares of Company Common Stock held by Ineligible Shareholders shall be collectively referred to herein as "Cash Out Shares". If the aggregate number of Cash Out Shares exceeds 60,000, the Company shall at its election have the right, but not the obligation, to terminate this Agreement pursuant to Section 7.1.

(e) Procedures for Holders' Elections. Elections shall be made by holders of Company Common Stock by mailing to the Company a Form of Election which is received by the Company prior to the Election Deadline. To be effective, a Form of Election must be properly completed, signed and submitted to the Company by the holder and, if the completed Form of Election includes a Stock Election, accompanied by an executed signature page to the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election. The Company will have the discretion to determine whether Forms of Election have been properly completed, signed and submitted and to disregard immaterial defects in Forms of Election. The good faith decision of the Company in such matters shall be conclusive and binding, provided that the Company does not act unreasonably. The Company will not be under any obligation to, but the Company may (if it chooses to do so), notify any person of any defect in a Form of Election or accompanying documents submitted to the Company. The Company shall also make all computations contemplated by this Section 1.5 and all such computations shall be conclusive and binding on the holders of Company Common Stock, provided that the Company does not act unreasonably.

(f) Failure of Holder to Elect; Deficient Elections. In the event that a holder of Company Common Stock does not submit to the Company a duly executed Form of Election, signature page to the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election, and surrender to the Company such holder's Certificates in accordance with Section 2.1 prior to the Election Deadline, such holder shall be deemed to have not made a Stock Election with respect to all of such holder's shares of Company Common Stock. In the event that the Company determines that any purported Cash Election or Stock Election was not properly made (whether because the submitted Form of Election fails to include an executed signature page to the Shareholders' Agreement, the Representation Letter, the Consents or, if applicable, the Trust Election or fails to surrender such holder's Certificates in accordance with Section 2.1 (in the case of a purported Stock Election), or otherwise), such purported Cash Election or Stock Election shall, unless cured by the Election Deadline, be deemed to be of no force and effect and the shareholder or Representative making such purported Cash Election or Stock Election shall, for purposes hereof, be deemed to have not

made a Stock Election with respect to the shares of Company Common Stock covered by such purported Cash Election or Stock Election. Holders of shares with respect to which it is deemed that a Stock Election has not been made shall be deemed to have made a Cash Election with respect to such shares.

(g) Mailing of Election Forms to Holders and Election Deadline. The Company shall use its reasonable best efforts to mail the Form of Election to all persons who are holders of record of Company Common Stock on the record date for the Company Shareholders' Meeting and who become holders of Company Common Stock during or before the period between the record date for the Company Shareholders' Meeting and 10:00 a.m. New York time, on at least the date fifteen calendar days prior to the anticipated Effective Time and to make the Form of Election available to all persons who become holders of Company Common Stock subsequent to the mailing date but before the close of business on the Election Deadline. A Form of Election must be received by the Company by the date of the special meeting of the Company's shareholders held for purposes of approving this Agreement (the "Election Deadline") in order to be effective. All elections will be irrevocable.

1.6 Stock Awards.

(a) Options. All outstanding options that may be exercised for shares of Company Common Stock (whether or not vested) (each, a "Stock Option" and collectively the "Stock Options") are presently governed by the Company's (i) 2002 Non-Employee Director Equity Participation Plan; (ii) 2003 Performance Share Program; (iii) 2005 Omnibus Equity Incentive Plan; and (iv) 2009 Non-Employee Directors' Equity Participation Plan (collectively, the "Company Compensation Plans") and the agreements pursuant to which such Stock Options were granted (each, an "Option Grant Agreement"). In accordance with the terms of the Company Compensation Plans, the Company shall take all actions necessary such that all Stock Options that are outstanding immediately prior to the Effective Time ("Old Stock Options") shall automatically be converted as of the Effective Time into options to purchase Surviving Corporation Common Stock ("New Stock Options"), which New Stock Options shall be identical to the Old Stock Options in all material respects, except that (i) upon exercise of the New Stock Options, the optionholder will receive Surviving Corporation Common Stock rather than Company Common Stock, (ii) the number of shares of Surviving Corporation Common Stock covered by each New Stock Option shall equal the number of shares of Company Common Stock covered by the corresponding Old Stock Option multiplied by the Exchange Ratio, (iii) the exercise price of each New Stock Option shall equal the exercise price applicable to the corresponding Old Stock Option divided by the Exchange Ratio and (iv) the committee that administers the plan by which such New Stock Options are governed shall be the compensation committee of the Board of Directors of the Surviving Corporation. In all other material respects, the New Stock Options shall be governed by the terms of the Company Compensation Plans at and after the Effective Time.

(b) Restricted Stock. All outstanding shares of restricted stock of the Company ("Restricted Stock") are presently governed by the Company Compensation Plans. In accordance with the terms of the Company Compensation Plans, the Company shall take all actions necessary such that all shares of Restricted Stock that are outstanding immediately prior to the Effective Time ("Old Restricted Stock") shall automatically be converted as of the

Effective Time into shares of Restricted Stock of the Surviving Corporation ("New Restricted Stock"), which New Restricted Stock shall be identical to the Old Stock Restricted Stock in all material respects, except that the committee that administers the plan by which such shares of New Restricted Stock are governed shall be the compensation committee of the Board of Directors of the Surviving Corporation. In all other material respects, the New Restricted Stock shall be governed by the terms of the Company's Compensation Plans at and after the Effective Time.

1.7 Mergerco Common Stock. At the Effective Time, each share of common stock, no par value, of Mergerco issued and outstanding immediately prior to the Effective Time shall be canceled and shall cease to exist and no stock of the Surviving Corporation or other consideration shall be delivered in exchange therefor.

1.8 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable Law.

1.9 Bylaws. At the Effective Time, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with applicable Law.

1.10 Directors and Officers of the Surviving Corporation. The directors of the Company immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

1.11 Withholding Rights. The Company shall be entitled to deduct and withhold from funds provided by the holder or from the consideration otherwise payable pursuant to this Agreement to any holder of Company Common Stock, all amounts (if any) that the Company is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of Tax Law. To the extent that amounts are so withheld by the Company such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of Company Common Stock in respect of which such deduction and withholding was made by the Company.

1.12 Dissenter's Rights.

(a) Notwithstanding anything in this Agreement to the contrary, Shares outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand and has properly demanded appraisal for such Shares in accordance with, and who complies in all respects with, Section 14A:11-2 of the BCA (such Shares, the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration, and shall

instead represent the right to receive payment for such Dissenting Shares in accordance with and only to the extent permitted by the provisions of Section 14A:11-1 of the BCA (for the avoidance of doubt, in accordance with Section 14A:11-1 of the BCA, such holder may not be an Ineligible Shareholder who is entitled to receive only Per Share Cash Consideration pursuant to Section 1.4(c) of this Agreement); provided, however, that if, in accordance with Section 14A:11-2 of the BCA, any holder of Dissenting Shares shall forfeit such right to payment of the fair value of such Dissenting Shares, such Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive the Per Share Cash Consideration without interest from the Company. Dissenting Shares shall not, after the Effective Time, be entitled to vote for any purpose or receive any dividends or other distributions and shall be entitled only to such rights as are afforded in respect of Dissenting Shares pursuant to Section 14A:11-1.

(b) The Company shall give Mergerco (i) prompt notice of any written objections to the Merger and any written demands for the payment of the fair value of any shares, withdrawals of such demands, and any other instruments served pursuant to Section 14A:11-2 of the BCA received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands under Section 14A:11-2 of the BCA.

ARTICLE II

EXCHANGE OF SHARES

2.1 Exchange of Shares.

(a) As soon as practicable after the date hereof, the Company shall mail to each holder of record of a Certificate or Certificates an instruction letter (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Company) for use in effecting the surrender of the Certificates in exchange for the Merger Consideration into which the shares of Company Common Stock represented by such Certificate or Certificates will be converted pursuant to this Agreement. After the Effective Time, upon surrender of a Certificate for exchange and cancellation to the Company, together with the Form of Election, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the Merger Consideration to which such holder of Company Common Stock shall have become entitled pursuant to the provisions of Article I, and the Certificate so surrendered shall forthwith be canceled; provided, however, that in no event shall (i) any shares of Surviving Corporation Common Stock be issued to a holder unless such holder has surrendered its Certificate or Certificates and provided an executed signature page to the Form of Election, the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election, to the Company by the Election Deadline or (ii) the Per Share Cash Consideration be paid to a holder for such holder's shares of Company Common Stock unless and until such holder has surrendered its Certificate or Certificates. No interest will be paid or accrued on any cash constituting Merger Consideration or on any unpaid dividends or distributions, if any, payable to holders of Certificates.

(b) For the avoidance of doubt, no dividends or distributions declared after the Effective Time with respect to Surviving Corporation Common Stock and payable to the holders of record thereof shall be paid to the holder of any unsurrendered Certificate.

(c) If any certificate representing shares of Surviving Corporation Common Stock is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that (i) the Certificate so surrendered shall be properly endorsed (or accompanied by an appropriate instrument of transfer) and otherwise in proper form for transfer, and that the person requesting such exchange shall pay to the Company in advance any transfer or other Taxes required by reason of the issuance of a certificate representing shares of Surviving Corporation Common Stock in any name other than that of the registered holder of the Certificate surrendered, or required for any other reason, or shall establish to the satisfaction of the Company that such Tax has been paid or is not payable and (ii) the Person in whose name such certificate is to be issued is an Eligible Shareholder that has executed the Form of Election, the Shareholders' Agreement, the Representation Letter, the Consents and, if applicable, the Trust Election.

(d) After the Effective Time, there shall be no transfers on the stock transfer books of the Company of the shares of Company Common Stock which were issued and outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates representing such shares are presented for transfer to the Company, they shall be canceled and exchanged for Merger Consideration as determined in accordance with Article I of this Agreement and this Article II. For the avoidance of doubt, any Eligible Shareholder that holds any fractional shares of Company Common Stock as of the Effective Time shall be entitled to receive fractional shares of common stock of the Surviving Corporation in accordance with Section 1.4.

(e) Any shareholders of the Company who have not theretofore complied with this Article II shall thereafter look only to Surviving Corporation for payment of the cash, shares of Surviving Corporation Common Stock and unpaid dividends and distributions on the Surviving Corporation Common Stock deliverable in respect of each share of Company Common Stock such shareholder holds as determined pursuant to this Agreement, in each case, without any interest thereon. If outstanding Certificates are not surrendered or the payment for them is not claimed prior to the date on which such payments would otherwise escheat to or become the property of any governmental unit or agency, the unclaimed items shall, to the extent permitted by abandoned property Laws, escheat Laws and any other applicable Law, become the property of the Surviving Corporation (and to the extent not in its possession shall be paid over to it), free and clear of all claims or interest of any person previously entitled to such claims. Notwithstanding the foregoing, none of Mergerco, the Company or any other person shall be liable to any former holder of shares of Company Common Stock for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(f) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact, in a form satisfactory to the Company, by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Company, the posting by such person of a bond in such amount as the Company may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Company will

issue, in exchange for such lost, stolen or destroyed Certificate, the cash and/or shares of Surviving Corporation Common Stock deliverable in respect thereof pursuant to this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Organization; Good Standing. The Company is a corporation duly incorporated, validly existing and in good standing or with active status under the laws of the State of New Jersey, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is duly qualified or licensed to conduct business and is in good standing or with active status as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it requires it to be so qualified or licensed, except where the failure to be so qualified or licensed or in good standing or with active status, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, or (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company, taken as a whole; (any of (i) or (ii), a "Material Adverse Effect"); provided, that it shall not be a Material Adverse Effect if such effect is based on (x) economic factors affecting the national or world economy or acts or war or terrorism; (y) changes in laws, rules or regulations that are not known to the Company as of the date of this Agreement; and (z) changes in generally acceptable accounting practices.

3.2 Authorization of Agreement; Enforceability. Subject to any shareholder approval and any other matter set forth on Schedule 3.2 (all of which will have been obtained prior to Closing), the Company has obtained all necessary corporate approvals to enter into this Agreement and consummate the transactions contemplated hereby and (a) the Company has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Company in connection with the consummation of the transactions contemplated by this Agreement, and to perform fully its respective obligations hereunder; (b) the execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action on the part of the Company; and (c) this Agreement has been duly and validly executed and delivered by the Company, and this Agreement constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 No Conflict; Consents of Third Parties. The execution and delivery by the Company of this Agreement, the consummation of the transactions contemplated hereby, or compliance by the Company with any of the provisions hereof does not: (a) conflict with, or result in the breach of, any provision of the articles of incorporation or bylaws of the Company, (b) conflict with, violate, result in the material breach or termination of, or constitute a material default or give rise to any right of termination or acceleration or right to increase the obligations or otherwise modify the terms thereof under any contract, agreement, permit, order or other

written instrument to which the Company is a party or by which the Company is bound; (c) subject to any shareholder approval and any other regulatory requirement, constitute a violation of any Law, applicable to the Company, or (d) constitute a violation of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to the Company. Except as set forth on Schedule 3.3, no material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of the Company in connection with the execution and delivery of this Agreement, or the compliance by the Company with any of the provisions hereof.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF MERGERCO

4.1 Organization; Good Standing. Mergerco is a corporation duly incorporated, validly existing and in good standing or with active status under the laws of the State of New Jersey, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Mergerco is duly qualified or licensed to conduct business and is in good standing or with active status as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it requires it to be so qualified or licensed, except where the failure to be so qualified or licensed or in good standing or with active status, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of this Agreement, or (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of Mergerco, taken as a whole, (any of (i) or (ii), a "Material Adverse Effect"); provided, that it shall not be a Material Adverse Effect if such effect is based on (x) economic factors affecting the national or world economy or acts of war or terrorism; (y) changes in laws, rules or regulations that are not known to Mergerco as of the date of this Agreement; and (z) changes in generally acceptable accounting practices.

4.2 Authorization of Agreement; Enforceability. Subject to any shareholder approval and any other matter set forth on Schedule 4.2 (all of which will have been obtained prior to Closing), Mergerco has obtained all necessary corporate approvals to enter into this Agreement and consummate the transactions contemplated hereby and (a) Mergerco has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Mergerco in connection with the consummation of the transactions contemplated by this Agreement, and to perform fully its respective obligations hereunder; (b) the execution, delivery and performance by Mergerco of this Agreement has been duly authorized by all necessary action on the part of Mergerco; and (c) this Agreement has been duly and validly executed and delivered by Mergerco and this Agreement constitutes the legal, valid and binding obligations of Mergerco enforceable against Mergerco in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 No Conflict; Consents of Third Parties: The execution and delivery by Mergerco of this Agreement, the consummation of the transactions contemplated hereby, or compliance by Mergerco with any of the provisions hereof does not: (a) conflict with, or result in the breach of, any provision of the articles of incorporation or bylaws of Mergerco, (b) conflict with, violate, result in the material breach or termination of, or constitute a material default or give rise to any right of termination or acceleration or right to increase the obligations or otherwise modify the terms thereof under any contract, agreement, permit, order or other written instrument to which Mergerco is a party or by which Mergerco is bound; (c) subject to any shareholder approval and any other regulatory requirement, constitute a violation of any Law, applicable to Mergerco, or (d) constitute a violation of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority which is applicable to Mergerco. Except as set forth on Schedule 4.3, no material consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Entity is required on the part of Mergerco in connection with the execution and delivery of this Agreement, or the compliance by the Company with any of the provisions hereof.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Shareholders' Meeting. The Company shall take all reasonable steps necessary to duly call, give notice of, convene and hold a meeting of its shareholders to be held as soon as is reasonably practicable for the purpose of voting upon the approval and adoption of this Agreement and the consummation of the transactions contemplated hereby (the "Company Shareholders' Meeting"). The Company will, through the Special Committee, unless legally required to do otherwise for the discharge by the Company's Board and the Special Committee of their respective fiduciary duties as advised by such Board's and Special Committee's legal counsel (as applicable), recommend to its shareholders approval of this Agreement and the transactions contemplated hereby. The Board of Directors will recommend to the Company's shareholders approval of such other matters as may be submitted to its shareholders in connection with this Agreement.

5.2 Legal Conditions to Merger. Each of Mergerco and the Company shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such Party or its Subsidiaries with respect to the Merger and, subject to the conditions set forth in Article VI of this Agreement, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other Party to obtain) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by the Company or Mergerco or any of their respective Subsidiaries in connection with the Merger and the other transactions contemplated by this Agreement, and to comply with the terms and conditions of such consent, authorization, order or approval.

5.3 Additional Arrangements. If, at any time after the Effective Time, the Surviving Corporation considers or is advised that any deeds, bills of sale, assignments,

assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out the purposes of this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out the purposes of this Agreement.

5.4 Further Assurances. Subject to the terms and conditions herein provided, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to satisfy the conditions to the Parties' obligations hereunder and to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using reasonable efforts to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement and using its commercially reasonable efforts to prevent the breach of any representation, warranty, covenant or agreement of such Party contained or referred to in this Agreement and to promptly remedy the same. Nothing in this Section 5.4 shall be construed to require any Party to participate in any threatened or actual legal, administrative or other proceedings (other than proceedings, actions or investigations to which it is otherwise a party or subject or threatened to be made a party or subject) in connection with consummation of the transactions contemplated by this Agreement unless such Party shall consent in advance and in writing to such participation and the other Party agrees to reimburse and indemnify such Party for and against any and all costs and damages related thereto.

ARTICLE VI

CONDITIONS PRECEDENT

6.1 Conditions to Each Party's Obligations Under this Agreement. The respective obligations of each Party under this Agreement to consummate the Merger shall be subject to the satisfaction or, where permissible under applicable Law, waiver at or prior to the Effective Time of the following conditions:

(a) **Approval of Shareholders.** This Agreement and the transactions contemplated hereby shall have been approved by the requisite vote of the shareholders of the Company.

(b) **Regulatory Filings.** All necessary approvals and consents of Governmental Entities required to consummate the transactions contemplated hereby shall have been obtained without the imposition of any term or condition that would, in the Company's reasonable judgment, impair, in any material respect, the value of the Merger to the Company. All conditions required to be satisfied prior to the Effective Time by the terms of such approvals

and consents shall have been satisfied; and all statutory waiting periods in respect thereof (including the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable) shall have expired.

(c) **Suits and Proceedings.** No order shall be outstanding against a Party or its Subsidiaries or a third party that would have the effect of preventing completion of the Merger; no suit, action or other proceeding shall be pending or threatened by any Governmental Entity seeking to restrain or prohibit the Merger; and no suit, action or other proceeding shall be pending before any court or Governmental Entity seeking to restrain or prohibit the Merger or obtain other substantial monetary or other relief against one or more Parties in connection with this Agreement and which Mergerco or the Company determines in good faith, based upon the advice of their respective counsel, makes it inadvisable to proceed with the Merger because any such suit, action or proceeding has a significant potential to be resolved in such a way as to deprive the Party electing not to proceed of any of the material benefits to it of the Merger.

(d) **Oversubscription for Cash.** The aggregate number of Cash Out Shares shall not have exceeded 60,000.

(e) **Opinions.** The satisfactory opinion regarding certain matters relating to the Election and the Merger of each of Pricewaterhouse Coopers LLP and Ballard Spahr LLP shall have been received.

(f) **Remaining Shareholders.** The aggregate number of shareholders of the Surviving Corporation shall not exceed 70 shareholders for purposes of counting such shareholders under applicable IRS regulations for S-Corporations.

(g) **Amendments to Debt Agreements.** The receipt by the Company of all necessary amendments or waivers under the Company's credit facility and outstanding senior unsecured notes, and the entrance by the Company into any other necessary financing agreements as are required, in each case, in the Company's sole discretion, to consummate the Merger on terms and conditions reasonably acceptable to the Company.

(h) **Dissenting Shares.** The aggregate number of Dissenting Shares as of the Effective Time shall not equal or exceed 5% of the aggregate number of shares of Company Common Stock outstanding at such time.

(i) **No Material Adverse Effect.** As of the Closing Date, there shall not have occurred any event and no circumstance shall exist that, alone or together with any one or more other events or circumstances has had, is having or would reasonably be expected to have, a material adverse effect on the Company.

ARTICLE VII

TERMINATION AND AMENDMENT

7.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of the Company of the matters presented in connection with the Merger:

(a) by mutual consent of the Company and Mergerco;

(b) by either Mergerco or the Company upon written notice to the other Party if the approval of any Governmental Entity required for consummation of the Merger and the other transactions contemplated by this Agreement is denied by final, non-appealable action of such Governmental Entity; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or materially contributed to, such action;

(c) by either Mergerco or the Company, if the Merger shall not have been consummated on or before January 1, 2016 (the "Cut-off Date") or such later date as shall have been agreed to in writing by Mergerco and the Company, unless the failure of the Closing to occur by such date shall be due to the failure of the Party seeking to terminate this Agreement to perform or observe the covenants and agreements of such Party set forth herein;

(d) by either Mergerco or the Company if the approval of the shareholders of the Company required for the consummation of the Merger shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of such shareholders or at any adjournment or postponement thereof; or

(e) by either Mergerco or the Company if the conditions set forth in Section 6.1 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date.

7.2 Effect of Termination.

(a) In the event of termination of this Agreement by either Mergerco or the Company as provided in Section 7.1 of this Agreement, this Agreement shall forthwith become void and have no effect.

7.3 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after approval of the matters presented in connection with the Merger by the shareholders of the Company; provided, however, that after any approval of the transactions contemplated by this Agreement by the Company's shareholders, there may not be, without further approval of such shareholders, any amendment of this Agreement which reduces the amount or changes the form of the consideration to be delivered to the Company's shareholders hereunder other than as contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

7.4 Extension; Waiver. At any time prior to the Effective Time, each of the Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Interpretation.

(a) The headings and captions contained in this Agreement and in any table of contents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(c) The words "hereof", "herein" and "herewith" and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns.

(f) A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(h) All references to "dollars" or "\$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

8.2 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Company.

8.3 Counterparts; Facsimile. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by both of the Parties and delivered to both of the Parties, it being understood that all Parties need not sign the same counterpart. Execution and delivery of this

Agreement or any agreement contemplated hereby by facsimile or pdf transmission shall constitute execution and delivery of this Agreement or such agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

8.4 Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of New Jersey, without regard to any applicable conflicts of law.

8.5 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.6 Assignment; Parties in Interest; No Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto (whether by operation of law or otherwise) without the prior written consent of the other Party. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties any rights or remedies hereunder. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than Mergerco and the Company any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

8.7 Notice

All notices and other communications under this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) mailed by certified mail, return receipt requested, (iii) mailed by a nationally recognized overnight courier service (postage prepaid), or (iv) delivered by facsimile (with a copy (which shall not constitute notice) sent via another approved method identified in this Section 8.7), to the parties at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to the Company: Wawa, Inc.
260 West Baltimore Pike
Wawa, PA 19063
Attention: General Counsel

With a copy to: Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Brian Doerner

With a copy to: Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attention: Steven M. Goldman, Esq.

If to Mergerco: Rocky Run Merger Sub, Inc.
260 West Baltimore Pike
Wawa, PA 19063
Attention: General Counsel

With a copy to: Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Brian Doerner

8.8 Legal Proceedings; Specific Performance; No Jury Trial.

(a) The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of New Jersey and the Federal courts of the United States of America located in the State of New Jersey solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New Jersey State or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of the Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8.7 of this Agreement or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof.

(b) The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Federal court located in the State of New Jersey or in New Jersey state court, this being in addition to any other remedy to which they are entitled at law or in equity.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION

DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.7.

8.9 Definitions.

(a) For purposes of this Agreement, the following terms shall have the following meanings:

"Applicable Law" means collectively, any federal, state or local constitution, Law or similar legal requirement, or any directive, policy or order that is made or given at any time or from time to time by any Governmental Entity, to which the Company and/or any of its Subsidiaries is subject, and any applicable and valid order, verdict, judgment or consent decree.

"Business Day" means any day other than a Saturday or Sunday or any day that banks in the State of New Jersey are authorized or required to be closed.

"Eligible Shareholder" means a Person who (i) (x) holds of record, as of October 21, 2014, 250 or more shares of Company Common Stock or (y) holds of record, as of October 21, 2014, less than 250 shares of Company Common Stock but together with the members of such Person's family who will otherwise satisfy all requirements to receive Company Common Stock in the Merger and who are treated as one shareholder under Section 1361(c) of the Code holds 250 or more shares of Company Common Stock, in each of (x) and (y) taking into account unvested shares of Restricted Stock and Stock Options and (ii) is a Permitted S Corporation Shareholder. Notwithstanding the foregoing, the Company may permit shareholders who are not shareholders of the Company as of October 21, 2014 and who receive shares in good faith after such date from a shareholder who held shares as of October 21, 2014 but was an ineligible shareholder under the Code to be deemed an "Eligible Shareholder" for purposes of this Agreement if such transferee is a Permitted S Corporation Shareholder, provided, that the transfer from such ineligible shareholder to an eligible shareholder under the Code does not increase the aggregate number of shareholders of the Company for purposes of the Election under the Code. For the avoidance of doubt, shares of Company Common Stock allocated to a Person's account in the ESOP shall not be included in determining whether such Person meets the requirements of subsection (i) of this paragraph.

"Governmental Entity" shall mean any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Ineligible Shareholder" means any holder of shares of Company Common Stock that is not an Eligible Shareholder.

"Law" means, unless the context expressly indicates otherwise, any foreign, federal, state or local statute, law, ordinance, rule, regulation, code, enactment or other statutory or legislative provision.

"Permitted S Corporation Shareholder" means a person who is a permitted S corporation shareholder under the Code.

"Person" or "person", except where the context clearly indicates a reference solely to an individual, means an individual, corporation, partnership, limited liability company, trust, association, Governmental Entity or other entity.

"Subsidiary", when used with respect to any Person, means any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, which is consolidated with such Person for financial reporting purposes.

"Tax" or "Taxes" means, with respect to any Person, all federal, state, local, foreign and other taxes, customs, tariffs, imposts, levies, duties, government fees or other like assessments or charges of any kind imposed by any jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, Mergerco and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ROCKY RUN MERGER SUB, INC.

By: 
Name: Michael J. Eckhardt
Title: Vice President and Secretary

WAWA, INC.

By: 
Name: Catherine T. Pulos
Title: Senior Vice President – Chief People and
Chief Financial Officer

[Signature Page to Plan of Merger and Reorganization]

ENGAST #19901164 v7

Amc

FILED
JUN 22 2021
STATE TREASURER

**CERTIFICATE OF AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION OF
WAWA, INC.**

9207060000

Wawa, Inc., a corporation organized and existing under the laws of the State of New Jersey (the "Corporation"), certifies that:

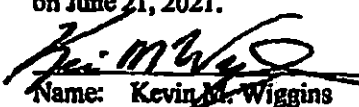
1. The name of the Corporation is Wawa, Inc.
2. The Amendment to the Restated Certificate of Incorporation of the Corporation, as amended (this "Certificate of Amendment") set forth below in connection with the increase in the Corporation's authorized share capital from 1,500,000 shares of the Corporation's common stock, par value \$1.00 per share, to 15,000,000 shares of the Corporation's common stock, par value \$0.10 per share (the "Authorized Stock Increase") and 9-for-1 stock dividend to holders of issued and outstanding shares of the Corporation's common stock (the "Stock Dividend") was approved unanimously by the Board of Directors of the Corporation in accordance with Section 14A:7-15.1 of the New Jersey Business Corporation Act on May 6, 2021.
3. The class and number of shares receiving the Stock Dividend is 410,689.64 shares of common stock and the number of shares issued in the Stock Dividend is 3,696,206.76.
4. The Directors of the Corporation approved the following amendment to the Corporation's Restated Certificate of Incorporation, as amended (the "Charter"), as follows:
 - a. To effect the Authorized Stock Increase, such that Article THIRD shall be amended to read as follows:
 - i. "THIRD: The aggregate number of shares which the corporation shall have authority to issue is 15,000,000 shares of Common Stock with a par value of Ten Cents (\$0.10) each."

The Certificate of Incorporation is amended to read as set forth in EXHIBIT A attached hereto.

5. This Certificate of Amendment will not adversely affect the rights or preferences of the holders of outstanding shares of any class or series of the Corporation and will not result in the percentage of authorized shares that remains unissued after the Stock Dividend exceeding the percentage of authorized shares that was unissued before the Stock Dividend.

6. This Certificate of Amendment shall become effective on June 27, 2021, at 6:00 p.m. Eastern Time.

IN WITNESS WHEREOF, Wawa, Inc. has caused this Certificate of Amendment to its Restated Certificate of Incorporation, as amended, to be signed by the Vice President, a duly authorized officer of the Corporation, on June 21, 2021.


Name: Kevin M. Wiggins
Title: Vice President

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5503900
(W0053010.1)

EXHIBIT A

Article THIRD is hereby amended to be and read in full as follows:

"THIRD: The aggregate number of shares which the corporation shall have authority to issue is 15,000,000 shares of Common Stock with a par value of Ten Cents (\$.10) each."

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF

WAWA, INC.

(For Use by Domestic Corporations Only)

JANE BURGIO
Secretary of State

NOV 28 1944

HILB D

AMC

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:7-18, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is Wawa, Inc.

2. The number of shares cancelled is 54,650 : itemized as follows:

No. of Shares Series Class
54,650 Wawa Common

(Omit the following if not applicable.)
3. If cancelled shares were not reacquired out of stated capital or by their conversion into other shares of the corporation, the date of adoption of the resolution of the board of directors cancelling such shares was on the 12th day of September, 1984.

4. The aggregate number of issued shares of the corporation after giving effect to such cancellation is 625,660 : itemized as follows:

No. of Shares Series Class
625,660 Wawa Common

5. The amount of the stated capital of the corporation after giving effect to such cancellation is \$ 625,660.00 (Must be set forth in dollars.)

(Use the following if the Certificate of Incorporation, or the Plan of Merger or Consolidation, in the case of shares acquired by the corporation pursuant to Section 14A:11-1 et seq., Corporations, General, of the New Jersey Statutes (regarding rights of dissenting shareholders), provides that the cancelled shares shall not be reused.)

6. The Certificate of Incorporation is amended pursuant to a resolution of the board of directors decreasing the aggregate number of shares which the corporation is authorized to issue by the number of shares cancelled.

The number of shares which the corporation has authority to issue, after giving effect to such cancellation is : itemized as follows:

No. of Shares Series Class

9807060000

The number of shares outstanding at the time of approving such reduction was _____.

The number of shares entitled to vote thereon was _____; itemized as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the reduction respectively.)

No. of Shares Voting For Reduction

No. of Shares Voting Against Reduction

Dated this 15th day of October, 19 84.

WAWA, INC.

(Corporate Name)

By

Vincent P. Anderson

(Signature)

Vincent P. Anderson, Vice President

(Type or Print Name and Title)

(*May be executed by the chairman of the board, or the president, or a vice-president.)

Fees for filing in Office of the Secretary of State, State House, Trenton, N. J. 08625.

Filing Fee

~~\$20.00~~ \$50.00

Recording Fee

Single page (front and back)

\$ 2.00

Each additional page

\$ 1.00

FILED BY:

STATEMENT OF CANCELLATION
OF REACQUIRED SHARES OF
WAWA, INC.

Date of this notice: 12-09-2021

Employer Identification Number:

87-3917191

Form: 99-E

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3917191. 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.

When filing tax documents, payments, and 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.

A limited liability company (LLC) may file Form 9932, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 9932.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub and write us, do not complete and return the stub.

Your name control associated with this EIN is WAWA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

WAWA ALABAMA LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011473794	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: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

18968 GREENO ROAD FAIRHOPE AL 36532-0000
21022 STATE HIGHWAY 59 ROBERTSDALE AL 36567-3762
260 W BALTIMORE PIKE MEDIA PA 19063-5620
664 SCHILLINGER ROAD SOUTH MOBILE AL 36695-8926
7095 COTTAGE HILL ROAD MOBILE AL 36695-0000
7780 LAMPLIGHTER DRIVE SEMMES AL 36575-7426
STATE HWY 181 & STATE HWY 104 FAIRHOPE AL 36532-0000

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE. State of Alabama.

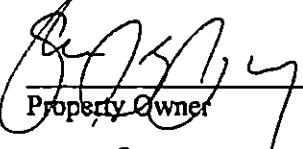
DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

see attached - Exhibit A.

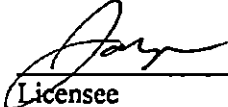
The above described property is () owned, (X) leased, () sub-leased, or otherwise surrendered to WAWA ALABAMA, LLC who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 23 day of Sept, 2024.


Notary Public

 9/23/24.
Property Owner Date

09-08-2027
My Commission Expires

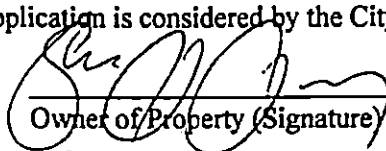
 9-24-24
Licensee Date

Commonwealth of Pennsylvania - Notary Seal
Michelle Morrison, Notary Public
Delaware County
My commission expires September 8, 2027
Commission number 1436093
Member, Pennsylvania Association of Notaries

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

9/23/2024
Date

 V.P./Sec'y.
Owner of Property (Signature)

GREENFAM ALABAMA VENTURES, INC.

Print Name of Property Owner

Stewart Greenberg

21050 NE 38th AVE #1706

Address

AVENUE FL. 33180

City

State

Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

9-24-2024
Date


Applicant's Signature

John Poplawski
Print Name of Applicant

260 West Baltimore Pike
Address

Wawa PA 19063

City

State

Zip

My Place

City of Mobile Home | GIS Data

< 1 of 2 >

[Search for New Address](#)

Information for Address: 664 Schillinger Rd S

Parcel Owner / Mailing Address:

Greenfam Alabama Ventures C/o Cvs Pharmacy,
Inc Store Accounting Dept
1 Cvs Dr
Woonsocket, Ri 02895

Parcel Information:

Parcel: **R022706244000039.000 / 409221**

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:

4S3W24

Census Tract:

006409

Zipcode:

36695

--- Public Services ---

Garbage Pickup:

(Tuesday West / Annex)

Trash Pickup:

(Friday North / 5-TD-13)

Fire District:

(Fire Station 26 Public Safety Complex)

Police Precinct/Beat:

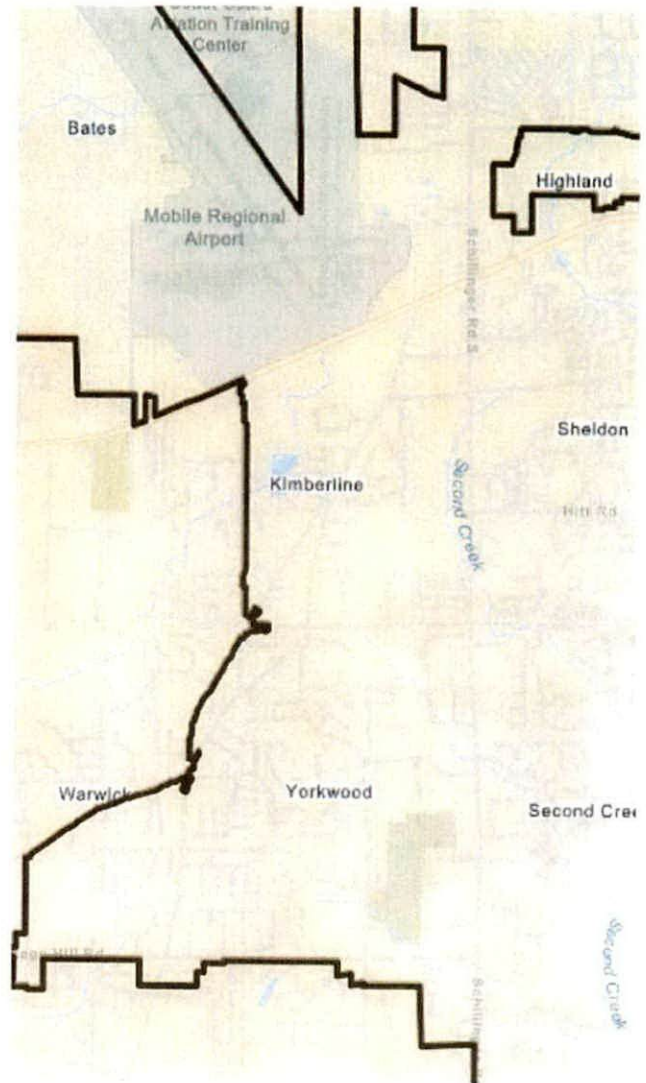
(Precinct 4 Beat 46A)

--- Political ---

City Council District:

District: (6)

Josh Woods - (251) 208-7441



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

[Application Support](#)

Copyright: City of Mobile

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

LOT 1, BELOTE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 100, PAGE 85, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

Mobile County Property Search

Key Number: 409221 For Year 2024

Property Details**Account**

Key Number: 409221
Legal Description: LOT 1 BELOTE SUBD MBK 100 PG 85 #SEC 24 T4S R3W #MP27 06 24 4 000
Parcel Number: 2706244000039XXX
Type: Real
Property Class: 2

Location

Address: 664 SCHILLINGER RD S MOBILE, AL 36695-8926

Owner

Name: GREENFAM ALABAMA VENTURES

Mailing Address: 1 CVS DR

WOONSOCKET, RI 02895-6146

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$1,903,600
Land Value:	\$1,314,900
Appraised Value:	\$3,218,500
Taxable Value:	\$3,218,500
Assessed Value:	\$643,700

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

WAWA ALABAMA LLC

Trade Name (DBA)

WAWA 5805

Location Address

664 SCHILLINGER ROAD SOUTH

Application Number

2024 - 5696

Notice Post Date @ Location

10/18/2024

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 29, 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.

**Prepared by and
Upon Recordation Return to:**

Carolyn Maddaloni, Esq.
Wawa Alabama, LLC
260 W. Baltimore Pike,
Media, PA 19063

Inst. # 2024041787 Pages: 1 of 8 Doc: LAEX
I certify this instrument filed on 7/2/2024 4:16 PM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$33.00
DeedTx: \$4,011.00
Clerk: BFRANKS

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") is made by and between GREENFAM ALABAMA VENTURES, LLC, an Alabama limited liability company, having an address of 21050 NE 38th Avenue, Unit #1706, Aventura, Florida 33180 ("Landlord") and WAWA ALABAMA, LLC, a Delaware limited liability company, with offices at 260 West Baltimore Pike, Wawa, PA 19063 ("Tenant"), a wholly owned subsidiary of WAWA, INC., a New Jersey corporation, with an office at 260 West Baltimore Pike, Wawa, Pennsylvania 19063 ("Guarantor"), and is dated as of the 6th day of December, 2022.

Landlord and Tenant have executed this Memorandum for the purpose of recording the same and giving notice of the existence of the Lease.

Landlord and Tenant entered into a Land Lease Agreement effective as of December 6, 2022 (the "Lease") which, among other items, contains the following terms:

LEASED PREMISES. Pursuant to the terms of the Lease, Landlord demised and leased to Tenant, and Tenant leased from Landlord, all that certain property with the buildings and improvements (if any) thereon located at located at 664 Schillinger Road South, in the City of Mobile, County of Mobile and State of Alabama, and consisting of approximately 1.78 acres as more particularly described on **Exhibit A** attached hereto and made a part hereof by reference, including any right, title and interest of Landlord in and to any land lying in the bed of any street, and in all strips, gores or rights-of-way, riparian rights, licenses and easements benefiting the property, and any rights (including sewage capacity and water rights), powers, privileges and appurtenances in any way pertaining thereto, but specifically excluding: (a) any underground storage tanks located on such property as of the date hereof unless installed by Tenant as contemplated herein; and (b) any Hazardous Materials which were released into, became a part of, or were located upon such property prior to the Rent Commencement Date (the "Leased Premises"), subject however to the right of Tenant to require that the foregoing description be revised to conform to the survey of the Leased Premises provided for hereafter.

COMMENCEMENT AND ENDING DATE. The term of the Lease shall commence on the Effective Date. The term of the Lease shall end on the last day of the twentieth (20th) consecutive "Lease Year" after the "Rent Commencement Date" (as defined in the Lease). Such term shall be called the "Original Term". Any reference in the Lease to the "term of the Lease", or words of similar import, shall refer to the Original Term and any additional period or periods for which such term shall have been extended.

OPTIONS TO EXTEND THE TERM. Tenant shall have the right to extend the term of the Lease for six (6) additional periods of five (5) years each (each, an "Extension Period") from the date upon which it would otherwise end, on the same terms and conditions as those specified in the Lease. Any right to extend the term of the Lease shall be considered as having been exercised by Tenant, unless Tenant gives

Landlord notice of Tenant's election not to exercise an option to extend the term at least one hundred eighty (180) days prior to the expiration of the Original Term or the Extension Period then in effect.

LEASE YEAR. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall commence on the Rent Commencement Date. If the Rent Commencement Date shall not occur on the first day of a calendar month, the first Lease Year shall commence upon the first day of the calendar month following the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

RIGHT OF FIRST REFUSAL. Landlord hereby grants to Tenant the right to purchase all or any portion of the Leased Premises pursuant to Section 35 of the Lease (the "Right of First Refusal").

NOTICE. All notices required to be sent under the Lease shall be in writing and shall be deemed to have been duly given or made as of (i) the date delivered if personally delivered, (ii) the date sent if mailed by registered or certified mail (postage prepaid, return receipt requested) or overnight carrier or (iii) the date received if transmitted by fax machine or e-mail to the other party as evidenced by a fax confirmation or an e-mail delivery receipt, in all cases to the respective parties addressed as follows (or to such other address as either party shall later designate by written notice to the other):

If intended for Tenant:

Wawa Alabama, LLC
c/o Wawa, Inc.,
260 West Baltimore Pike
Wawa, PA, 19063
Attention: Legal Department

If intended for Landlord:

Greenfam Alabama Ventures, LLC
c/o Stewart Greenberg
21050 NE 38th Ave. Unit #1706
Aventura, FL 33180

Notwithstanding the foregoing, all default and termination notices shall also be given by U.S. certified mail, return receipt requested or by a nationally-recognized overnight courier. Notices may be given by an attorney representing the party giving such notice. Following any assignment, if Wawa Alabama, LLC is not released from liability under the Lease and remains liable under the Lease, Wawa Alabama, LLC shall be entitled to copies of all notices given under Section 22 of the Lease.

RESTRICTIVE COVENANT: During the term of the Lease, Landlord and its successors and assigns covenant not to permit any property that (i) Landlord, (ii) any parent corporation, subsidiary corporation, or affiliate corporation of Landlord, (iii) any individual or individuals directly or indirectly in control of Landlord, (iv) any individual members of any partnership which may be the Landlord, (v) any corporation or partnership directly or indirectly controlled by such individual, partnership, or member as set forth in Section 14.1(iii) and (iv), and (vi) any spouse, parent or child of any individual or entity as set forth in Section 14.1(i), (ii), (iii), (iv), and (v) (each, a "Landlord Affiliate" and collectively, the "Landlord Affiliates") may now own or hereafter acquire within a one (1) mile radius of the Premises (the "Restricted

Area) to be occupied or used for a convenience food store, coffee store, doughnut store, sandwich store, smoothie store, quick service restaurant, drug store, dollar store, fuel dispensing facility, energy based charging station, any business that includes a drive-through, or any combination of such uses. The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Starbucks, Seattle's Best, Einstein's, Caribou Café, Bucks County Coffee or Barnie's Coffee and Tea Company. The term "doughnut store" means a store primarily engaged in the sale of doughnuts or pastries, including, without limitation, Dunkin' Donuts or Krispy Kreme. The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including, without limitation, Subway, Blimpie's, Quizno's, Panera, Cosi, Pita Pit, Jimmy John's or Firehouse Subs. The term "smoothie store" means a store primarily engaged in the sale of smoothies, including, without limitation, Smoothie King, Planet Smoothie, Tropical Smoothie Café or Jamba Juice. The term "quick service restaurant" means any establishment generally recognized by the retail food industry as being a quick service restaurant, including, but not limited to, McDonald's, Burger King, Sonic, KFC, Taco Bell, Chick-fil-A, Salad Gallery, Saladworks, PDQ, Arby's, Shake Shack, Five Guys, Culver's, Chipotle or Wendy's. The term "drug store" means any store generally recognized by the retail industry as being a drug store, including but not limited to, the type of store operated by CVS, Rite Aid or Walgreens. The term "dollar store" means any store generally recognized by the retail industry as being a dollar store, including but not limited to, the type of store operated by Dollar General, Dollar Tree or Family Dollar. The term "fuel dispensing facility" means any facility or station that dispenses fuel, whether self-service and/or full-service. The term "energy based charging station" shall mean an electric recharging point, charging point, ECS, EVSE or other means by which infrastructure is provided to supply electric energy for the recharging of vehicles, including without limitation, those branded as TESLA, EVgo or Electrify America charging facilities. Notwithstanding anything contained in the Lease, none of the foregoing restrictions shall be interpreted to preclude Wawa Alabama, LLC or its affiliates from operating within the Restricted Area in violation of such restrictions.

In the event of a breach of the foregoing covenant, Tenant is authorized to reduce Rent by an amount equal to fifty percent (50%) of such amount, in addition to any other remedy provided by the Lease or by law.

The restrictions above shall (a) run with the land and be binding upon Landlord's and any Landlord Affiliate's heirs, personal representatives, grantees, successors and assigns; and (b) bind any land within the restricted areas owned or hereafter acquired by Landlord, any parent corporation, subsidiary corporation or affiliate corporation, any individual or individuals directly or indirectly in control of Landlord, individual members of any partnership which may be the Landlord, and any corporation or partnership directly or indirectly controlled by such individual, partnership, or member thereof and any spouse, parent or child of the foregoing (each, a "Landlord Affiliate" and collectively, the "Landlord Affiliates").

Notwithstanding the foregoing, the foregoing restrictions shall not apply to any leases existing on property (the "Existing Leases") that any purchaser of the Leased Premises from Greenfam Alabama Ventures, LLC or any subsequent purchaser (a "Future Landlord"), owns or operates at the time of such purchase within a one (1) mile radius of the Leased Premises in the event that such property is open and operating by such tenant or operator (the "Existing Tenant") as a convenience food store, coffee store, doughnut store, sandwich store, smoothie store, quick service restaurant, drug store, dollar store, fuel dispensing facility, electric vehicle charging station or any combination of such uses; provided, any Future Landlord shall not execute or enter into a new or amended lease with an entity or operator other than the Existing Tenant for such property.

Notwithstanding the foregoing provisions of Section 14 of the Lease, if Tenant has ceased operations in all or substantially all of the Leased Premises (other than as a result of force majeure, casualty, condemnation, and/ or construction or modifications to the Tenant Improvements) for a continuous period in excess of two (2) years, then the restrictions contained in Section 14.1 shall terminate (subject to reinstatement pursuant to the terms of Section 14.4); provided, however, that, in the event of a termination of restrictions as set forth in Section 14.4, such restrictions shall be reinstated immediately upon the resumption by Tenant of operations at the Leased Premises or the resumption of a convenience food store use, fuel dispensing facility use, or any combination of such uses, as part of Tenant's Use, respectively; provided, further, that to the extent Landlord has entered into leases with tenants during any period of time during which the restrictions set forth in Section 14.1 shall have been terminated, Landlord shall not be in breach of Section 14.1 if such tenant violates the restrictions after reinstatement thereof.

The provisions set forth in the Lease are hereby incorporated by reference into this Memorandum of Land Lease Agreement and shall control over any inconsistent provisions herein.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Upon termination or expiration of the Lease, the parties agree to promptly sign a recordable termination of this Memorandum of Land Lease Agreement upon request of either party.

Signature page to follow

TENANT'S SIGNATURE PAGE TO MEMORANDUM OF LEASE

TENANT:

WAWA ALABAMA, LLC,
a Delaware limited liability company

By: [Signature]
Title: Vice President
Print Name: John M. Poplawski

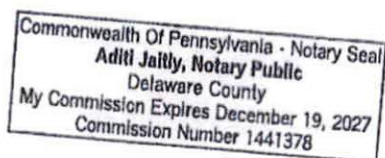
Witness/Attest: [Signature]
Title: Assistant Secretary
Print Name: Carolyn Maddaloni

Witness: [Signature]
Print Name: ADITI JAITLY

Date: 2/26/24

COMMONWEALTH OF PENNSYLVANIA)
ss:
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of February, 2024, by John M. Poplawski, as Vice President of WAWA ALABAMA, LLC, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ produced the following as identification: _____.



[Signature]
Notary Public
ADITI JAITLY
(Print, Type or Stamp Name)
My Commission Expires:

LANDLORD'S SIGNATURE PAGE TO MEMORANDUM OF LEASE

LANDLORD:

GREENFAM ALABAMA VENTURES, LLC

Attest:

MANUEL ALVAREZ

By:

STEWART GREENBERG.

Title:

MANAGER.

STATE OF

)

)

SS.

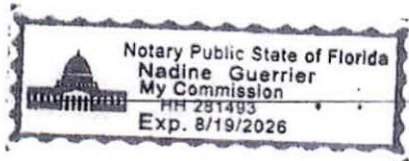
COUNTY OF

)

On this 2 day of FEB, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared STEWART GREENBERG, to me known to be the MANAGER. of GREENFAM ALABAMA VENTURES, LLC, and acknowledged to me that the said instrument is the free and voluntary act and deed of said STEWART GREENBERG, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 8/19/2026



Nadine Guerrier
Notary Public in and for the
State of Florida

WAWA, INC. as Guarantor under the Land Lease Agreement effective as of December 6, 2022 (the “Lease”) by and between GREENFAM ALABAMA VENTURES, LLC, an Alabama limited liability company, and WAWA ALABAMA, LLC, a Delaware limited liability company, does hereby consent and join the Memorandum of Lease for purpose of ratifying its obligations contained in the Lease.

WAWA, INC.,
a New Jersey corporation

Witness: _____ Assistant Secretary

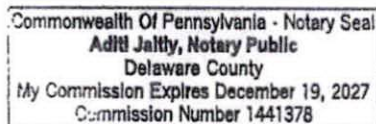
By: John M. Poplawski
John M. Poplawski, Vice President of Real Estate

Witness: Aditya Parth

Date: February 29, 2024

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of February, 2024, by John M. Poplawski, as Vice President of WAWA INC., a New Jersey corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ produced the following as identification:



Aditya Jaitly
Notary Public
ADITI JAITLEY
(Print, Type or Stamp Name)
My Commission Expires:

FINAL EXECUTION VERSION

STORE NO. 5805

LOCATION: 664 Schillinger Road South, Mobile,
Alabama

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "Lease") is made by and between GREENFAM ALABAMA VENTURES, LLC, an Alabama limited liability company, having an address of 21050 NE 38th Avenue, Unit #1706, Aventura, Florida 33180 ("Landlord") and WAWA ALABAMA, LLC, a Delaware limited liability company with an office at c/o Wawa, Inc. 260 West Baltimore Pike, Wawa, Pennsylvania 19063 ("Tenant"), a wholly owned subsidiary of WAWA, INC., a New Jersey corporation with an office at 260 West Baltimore Pike, Wawa, PA 19063 ("Guarantor"), and is effective on December 6, 2022 ("Effective Date").

Landlord and Tenant, each intending to be legally bound, agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property consisting of approximately 1.78 acres and located at 664 Schillinger Road South, in the City of Mobile, County of Mobile and State of Alabama, as more particularly depicted, and if applicable, described on Exhibit A-1 attached hereto and made a part hereof (the "Land"), together with (i) all of the buildings and improvements (if any) now or hereafter erected on the Land, and (ii) any right, title and interest of Landlord in and to any land lying in the bed of any street, and in all strips, gores or rights-of-way, riparian rights, air rights, licenses and easements benefiting the Land, and any rights (including sewage capacity and water rights), powers, privileges and appurtenances in any way pertaining thereto (collectively, the "Premises"), subject however to the right of Tenant to require that the legal description attached as Exhibit A-1, if applicable, be revised to conform to the Survey (as defined in Exhibit B-1).

2. TERM; OPTION TO EXTEND THE TERM.

2.1. The original term of this Lease ("Original Term") shall commence on the Effective Date and shall end on the last day of the twentieth (20th) consecutive Lease Year following the Rent Commencement Date (as such terms are defined below). The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall commence on the Rent Commencement Date. If the Rent Commencement Date shall not occur on the first day of a calendar month, the first Lease Year shall commence upon the first day of the calendar month following the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

2.2. Tenant shall have the right to extend the Original Term for six (6) additional periods of five (5) years each (each, an "Extension Period"), on the same terms and conditions as those specified in this Lease. Any right to extend the term of this Lease shall be considered as having been exercised by Tenant, unless Tenant gives Landlord notice of Tenant's election not to exercise an option to extend the term at least one hundred eighty (180) days prior to the expiration of the Original Term or the Extension Period then in effect. The Original Term together with any applicable Extension Period(s) shall be referred to as the "Term".

IN WITNESS WHEREOF the parties hereto have caused this Land Lease Agreement to be executed the dates set forth below.

WAWA ALABAMA, LLC (Tenant)

Witness: _____

By: _____
John Poplawski, Vice President

Date: _____

Witness: Nahie Green

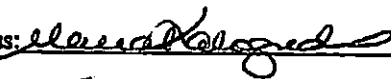
Date: 12/5/22

(Landlord)
GREENFAM ALABAMA VENTURES, LLC

By: [Signature]
Managing Member

IN WITNESS WHEREOF the parties hereto have caused this Land Lease Agreement to be executed the dates set forth below.

WAWA ALABAMA, LLC (Tenant)

Witness: 

By: 
John Poplawski, Vice President

Date: December 6, 2022

GREENFAM ALABAMA VENTURES, LLC (Landlord)

Witness: _____

By: _____
Managing Member

Date: _____



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

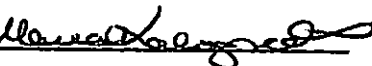
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☒ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 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							
<u>Legal Business Name</u> WAWA ALABAMA LLC				<u>Trade Name (DBA)</u> WAWA 5805			
<u>Company Physical Address (Street Address, Suite #)</u> 664 SCHILLINGER ROAD SOUTH				<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36695	
<u>Business Contact Person Information</u>							
<u>Name</u> KATHERINE O'DONNILEY		<u>Title</u> LEGAL		<u>Phone</u>		<u>Email</u>	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 5,919	<u>Parking Provided</u> 51	<u>Parking Required</u> 20	<u>Compliance</u> ☒	<u>Zoning</u> B-3	<u>Approved</u> ☒		
<u>Comments</u>							
<u>Print Name</u> CALDWELL C. WHISTLER		<u>Signature</u> 			<u>Date</u> 10-18-2024		

CONSENT AND JOINDER

WAWA, INC. as Guarantor under the Land Lease Agreement (the "Lease") by and between GREENFAM ALABAMA VENTURES, LLC, an Alabama, limited liability company, and WAWA ALABAMA, LLC, an Alabama limited liability company, to which this Consent and Joinder is attached, does hereby consent and join the Lease for purpose of ratifying its obligations contained in Section 6 of the Lease.

WAWA, INC.

Witness/Attest: 

Date: December 6, 2022

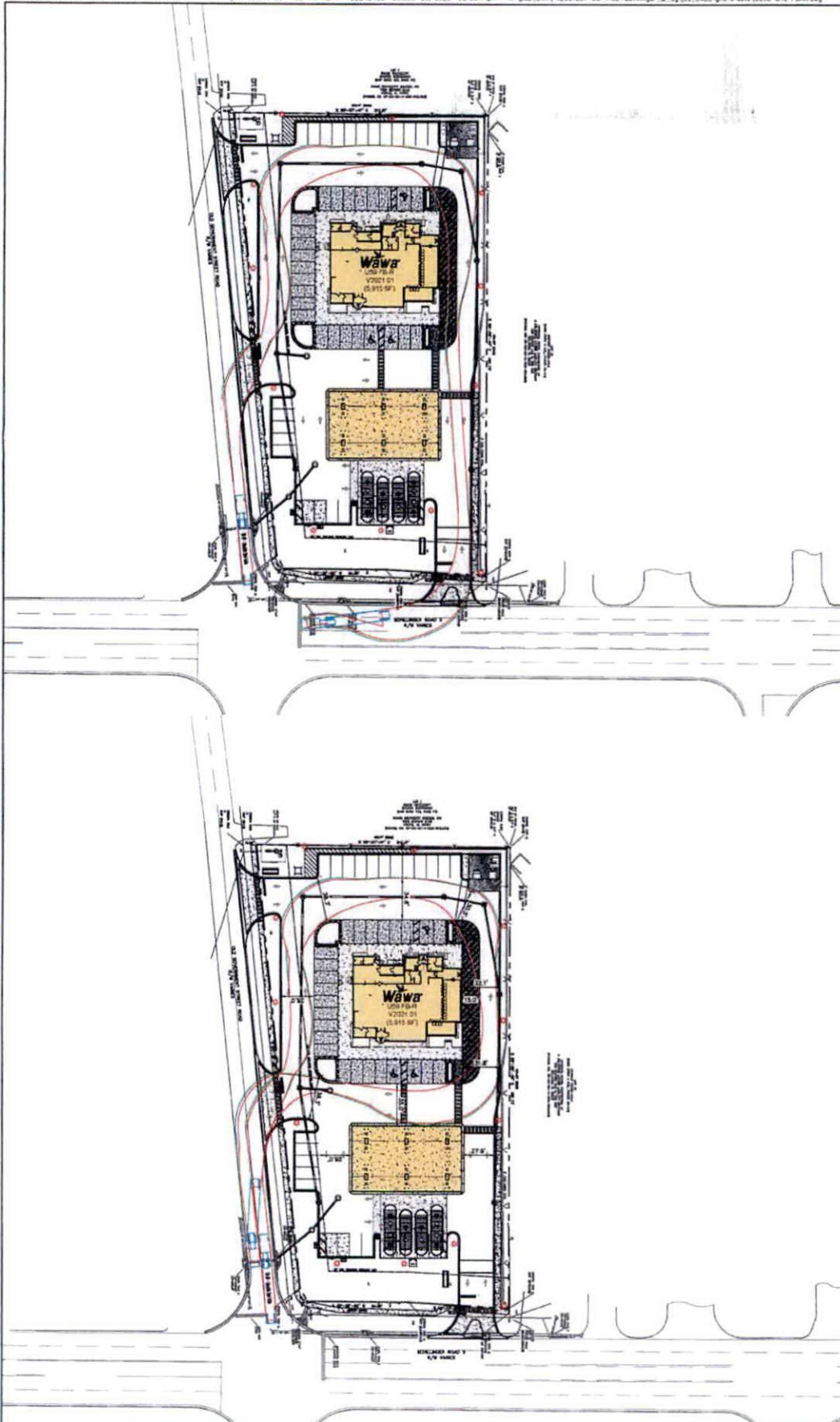
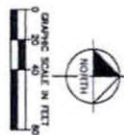
By: 
John Poplawski, Vice President

Witness/Attest: 

Date: December 6, 2022

SCHILLINGER ROAD ACCESS:
WB-67

OLD GOVERNMENT STREET ROAD ACCESS:
WB-67



SHEET NUMBER C201	WAWA - MOBILE, AL - SCHILLINGER & OLD GOVERNMENT PREPARED FOR WAWA ALABAMA, LLC CITY OF MOBILEALABAMA	TRUCK ROUTING PLAN - DELIVERIES	KWA PROJECT 142991601 DATE OCTOBER 2023 SCALE AS SHOWN DESIGNED BY JNF DRAWN BY DHC CHECKED BY JNF	DESIGN ENGINEER  DATE: OCTOBER 23, 2023	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 11 N. WATER STREET, SUITE 800 MOBILE, AL 36681 PHONE: 251-263-6311 WWW.KIMLEY-HORN.COM						
						NO.	REVISIONS	DATE	BY		

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Special Events Retail Liquor License
Submitted by: Eminence Promotions, LLC
Location: Eminence Promotions Tuff Man
1035 Cody Road North
Mobile, AL 36608

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 S. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/15/2024	NEW APPLICATION	2024 - 5699	999989	7	October 29, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

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

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/15/2024	NEW APPLICATION	2024 - 5699	999989	7	October 29, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

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

GORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA E. JAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/15/2024	NEW APPLICATION	2024 - 5699	999989	7	October 29, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

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
10/15/2024	NEW APPLICATION	2024 - 5699	999989	7	October 29, 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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
JAMES E MILLS IV	OWNER	NO		

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

What is/was the start date of this business? 11/15/2024

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 10/15/2024	Application Type NEW APPLICATION	Application Number 2024 - 5699	License Account # 999989	Council District 7	Council Agenda Date October 29, 2024
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name EMINENCE PROMOTIONS LLC			Trade Name (DBA) EMINENCE PROMOTIONS TUFF MAN		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 12/03/2018	SOS Entity ID 535-913	State AL	County JEFFERSON
Federal Tax ID (FEIN) 83-2786092	Alabama State Sales Tax ID R010335496	Business Phone Number (251) 458-0579			
Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)		City MOBILE	State AL	Zip Code 36608	
Primary Business Activity at the Location Explain (other) OTHER VENUE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name JAMES E MILLS IV	Title OWNER	POA NO	Phone	Email	
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 GREATER GULF STATE FAIR INC			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1035 CODY ROAD NORTH			City MOBILE	State AL	Zip Code 36608
Bldg Square Footage 43,200	Bldg Seating Capacity 1,000	Restroom Facilities YES	Patio Area NO	Structure Type ONE STORY	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES 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? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

JM

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) MILLS IV, JAMES EDWARD		Title OWNER		Driver's License (State, Number) EMINENCEPROS@GMAIL.COM	
Home Address (Street Address, Apt/Unit #)		City MOBILE		State AL	Zip Code 36608
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)		
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	
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

CERTIFICATION and SIGNATURE

Jr

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.

Jm

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.

Jr

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.

Jm

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.

Jm

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.

Jm

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.

Jm

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

James Mills

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

10/15/24

Title of Person Signing this Application

owner

Sworn to and subscribed before me this 15th day of October 20 24

Notary Person Printed Name

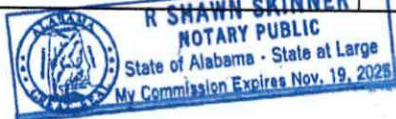
Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

CITY OF MOBILE
REVENUE DEPARTMENT

October 15, 2024



SPEC EVNT - EMINENCE PROMO - TUFF MAN
450 WEDGEFIELD DRIVE WEST
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 999989 TERRITORY 7

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>
1899634	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

10/15/2024 11:07AM SHAWN S.
042831-0006

BUSINESS LICENSE

EMINENCE PROMOTIONS -
SPECIAL EVENTS CI
999989

2024 Item: 1899634

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CHECK \$50.00

Check Number 1043

Change due \$0.00

Paid by: EMINENCE PROMOTIONS - SPECIAL
EVENTS CI



Comments: ABC APPLICATION FEE

EMINENCE PROMOTIONS, LLC		1043
DATE 10/15/24		01-2018-02
PAY City of Mobile Revenue		\$50.00
FOR THE ORDER OF		
TAXY & MUD		DOLLARS 00
 SmartBank		
FOR YATC M City Agreement		MP

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 advertng 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:

EMINENCE PROMOTIONS LLC

dba

EMINENCE PROMOTIONS TUFF MAN

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

140 - SPECIAL EVENTS RETAIL

for the premises located at

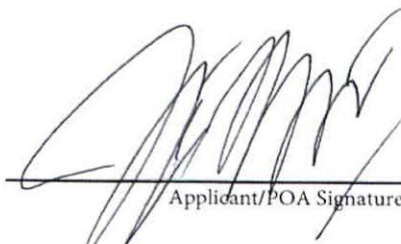
1035 CODY ROAD NORTH

, 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 29, 2024 for application number **2024 - 5699**

- 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

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241004144249511

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
 Type License: State: County:
 Trade Name: **EMINENCE PROMOTIONS TUFF MAN** Filing Fee: \$50.00
 Applicant: **EMINENCE PROMOTIONS LLC** Transfer Fee:
 Location Address: 1035 CODY RD N MOBILE, AL 36608
 Mailing Address: MOBILE, AL 36608
 County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: 535-913
 Do you sell Draft Beer?:
 Date Incorporated: 12/03/2018 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 12/03/2018
 Federal Tax ID: 83-2786092 Alabama State Sales Tax ID: R010335496

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES EDWARD MILLS IV	MEMBER	BIRMINGHAM AL	MOBILE, AL 36608

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: JAMES MILLS
 Business Phone: 251-458-0579
 Fax:

Home Phone: :
 Cell Phone: :
 E-mail: |

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: 20241004144249511



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: THE GREATER GULF STATE FAIR INC 251-344-4573
What is lessors primary business? FAIR GROUNDS
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? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 43200 Display Square Footage:
Building seating capacity: 1000 Does Licensed premises include a patio area? NO
License Structure: ONE STORY 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: 20241004144249511

Initial each

Jm
Jm

In reference to law violations, I attest to the truthfulness of the responses given within the application.

Jm

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

Jn

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.

Jn

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.

Jn

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.

Jn

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.

Jm

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.

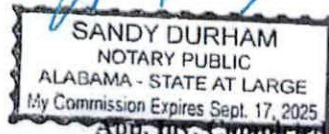
Applicant Name (print):

James Smith

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241004144249511

**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: 11/15/2024 Ending Date: 11/15/2024

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD AT THE GROUNDS ON 11/15/2024. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON-RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD AT THE GROUNDS ON 11/15/2024. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON-RENEWABLE LICENSE.



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 11th, 2023

Dear Mr. Mills,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME:MILLS,JAMES EDWARD IV

SOC:

ABI RESULT:IDENT

SID:

07-11-2023 12:51

*ATN/TCN

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID

*-CIVIL APPLICANT RESPONSE-

REPORT DATE: 07-11-2023

*NAME

STATE ID NO. FBI ID NO.

*MILLS,JAMES EDWARD IV

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 602 255 BRO BRO AL

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 710 MRI #

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT**

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the Code of Alabama 1975, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

- *Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.
- *Include a check, money order, or credit card payment for the \$100.00 processing fee.
- *The request is only accepted via mail or courier and will not be accepted via email.
- *You may file the amendment online in the time it takes to type this request.
- *Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

This form must be typed and will not be accepted via email.

1. The current recorded name of the Limited Liability Company:

EMINENCE PROMOTIONS, LLC

2. The date the Certificate of Formation was filed: 11 /27 /2018 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 535 - 913 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. This step is strongly recommended.

This form was prepared by: (type name and full address)

James E. Mills, IV
RECEIVED DATE
JUL 15 2022
SECRETARY OF STATE OF ALABAMA

DLIC Amendment - 1/2022

page 1 of 2

(For SOS Use Only)

Alabama	
Sec. Of State	
Entity Change	
000-535-913	MLL
Date	7/15/2022
Time	11:20
220715	2 Pg
File	\$100.00
County	\$0.00
Total	\$100.00
06/015	

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 07 / 11 / 2022 (MM/DD/YYYY):

The Articles of Formation needs to be corrected to state James E. Mills, IV is the 100% sole owner of Eminence
Promotions, LLC. (INST# 2018121087)

☐ Additional Amendments and the dates on which they were adopted are attached.

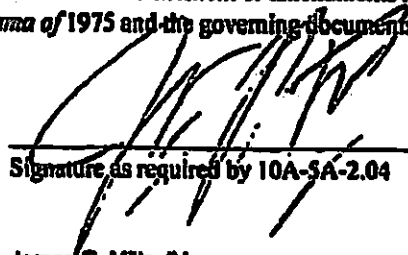
*Be very specific about what must be changed if you are amending existing information.

*If the amendment includes a name change, a copy of the Name Reservation Certificate issued by the Office of Secretary of State must be attached.

*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). Agent information will NOT be changed with an amendment.

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of 1975* and the governing documents of this entity.

07 / 11 / 2022
Date (MM/DD/YYYY)


Signature as required by 10A-5A-2.04

James E. Mills, IV

Typed name of above signature

Owner

Typed title/capacity to sign under 10A-5A-2.04

**STATE OF ALABAMA
CHANGE OF REGISTERED AGENT
OR REGISTERED OFFICE BY ENTITY**

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5-31. Use a separate form for each separate Entity Identification (ID) number.

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.alabamastate.gov. Click on Business Services (below the picture) then Click on Business Entity Search, click on Entity Name, type the registered name of the entity in the appropriate box and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number (line 1 below). If you click on that number, you can view the Business Entity Details page to determine that you have located the correct entity. This verification step is strongly recommended - mistakes will not be made if you use the wrong number.

Mail two copies of this filing and the \$25.00 fee to the Secretary of State, Business Services Division, PO Box 3616, Montgomery, Alabama, 36103-0016. You may pay by check, money order, or credit card. You may email your filing to business@alabamastate.gov. If you are paying with a credit card, your change will not be indexed if the credit card does not authorize and will be removed if the check is dishonored (\$30 fee).

Important: This form must be typed or laser printed. It must be filed with the Secretary of State, Business Services Division, PO Box 3616, Montgomery, Alabama, 36103-0016. It must be filed with the Secretary of State, Business Services Division, PO Box 3616, Montgomery, Alabama, 36103-0016. It must be filed with the Secretary of State, Business Services Division, PO Box 3616, Montgomery, Alabama, 36103-0016.

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): 535 - 913 The change will not be processed without this number.

2. The name of the entity as registered with the Secretary of State of Alabama:

Entrance Promotions, LLC

3. The name of the Registered Agent currently registered for this entity with the Secretary of State of

Alabama: UBCA, Inc.

Street (Not P.O. Box) address of the Registered Office: 100 Cottage Road, Suite 110, Birmingham, AL 35209

Mailing address of Registered Office (if

different from street address):

Agent/Office Address Change - 1/2019

RECEIVED DATE

FEB 19 2019 Page 1 of 2

SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

Entity Change DLT	
Date	2/19/2019
Time	10:15
	2 PM
File	\$25.00
Rechn	\$0.00
Exp	\$0.00
Total	\$25.00
	02/006

(For SOS Office Use Only)

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (Typed Name: James Edward Mills IV) for this entity to:

James Edward Mills IV

The new registered agent must sign the consent to appointment on page two prior to filing.

5. Change the street (Type in Street) address in Alabama of the Registered Office to:

5501 Highway 100, Prichard, AL 36972

6. Change the mailing address of the Registered Office (If different from street address) to:

7. The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same and located in Alabama.

I, the undersigned, certify that my change reported in this document is authorized by the entity:

02 / 25 / 2019

Date:

James Edward Mills IV

Typed Name and Title of Officer or Entity Representative



Signature of Person Authorized to Sign for (Sole Proprietor, Partnership, LLC)

I, the undersigned, consent to appointment as registered agent for James Edward Mills IV

Entity name is (Sole Proprietor, Partnership, LLC)

02 / 25 / 2019

Date:

James Edward Mills IV

Typed Name and Title of Officer or Entity Representative



Signature of the Registered Agent

Typed Name and Title of Officer or Entity Representative

Expedited processing is requested and the fee is included. Please email the copy of the filed change to the following email: anderson@alsonline.com

Agent/Entity Address Change - 1/2019

Page 2 of 2

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. ~~Submit the form to the Judge of Probate's Office to determine the county filing fees.~~ Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

County Division Code: AL040
Inst. # 2018121087 Pages: 1 of 4
I certify this instrument filed on
11/28/2018 3:27 PM Doc: INC
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$69.00

Clerk: SANDERSL

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations): Eminence Promotions LLC
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with Item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

Cheyenne Moseley, LegalZoom.com, Inc.
9900 Spectrum Drive
Austin, TX 78717

LLC Cert of Formation - 3/2015

RECEIVED DATE

DEC 03 2018

SECRETARY OF STATE
OF ALABAMA

(For SOS Office Use Only)

Alabama
Sec. Of State
New Entity
535-913 D.L.
Date 12/03/2018
Time 10:42
181203 5 Pg
File \$100.00
Ackn \$.00
Exp \$.00
Total \$100.00
04/085

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Registered Agent Change filed on behalf of
Eminence Promotions LLC, as received and filed in the Office of the Secretary of
State on 02/19/2019.**



20190311000014536

**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.**

03/11/2019

Date

J. H. Merrill

John H. Merrill

Secretary of State

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

USCA, Inc.

Street (To PO Box) address of Registered Office (must be located in Alabama):

100 Oxnard Road, Suite 110, Birmingham, AL 35209 (County of Jefferson)

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing, 10A-1-4.12

The undersigned specify _____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be _____: _____ AM _____ PM (cannot be noon or midnight - 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

Date (MM/DD/YYYY)
11 / 27 / 2018

Signature as required by 10A-5A-2.04

Cheyenne Mosley, Assistant Secretary
Typed Name of Above Signatory

LegalZoom.com, Inc., Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

**Attachment Certificate of Formation of
Eminence Promotions LLC**

1. With the exception of a transfer of interest as set forth in section 3 below, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
2. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable, including, but not limited to, a signed consent.
3. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person that acquires Membership Interests in accordance with this paragraph will be admitted as a Member of the Company only after the requirements of paragraph 2 above are complied with in full.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

**pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:**

Eminence Promotions LLC

**This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum
Drive, Austin, TX 78717 for a period of one year beginning November 21, 2018
and expiring November 21, 2019**



RES818618

**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.**

November 21, 2018

Date

J. H. Merrill

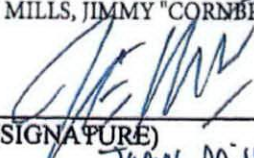
John H. Merrill

Secretary of State

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared JAMES EDWARDS MILLS IV
("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: JAMES E MILLS IV, JAMES E MILLS, J E MILLS IV
JIMMY MILLS, JIMMY "CORNBREAD" MILLS


(SIGNATURE)

James Mills IV
(PRINT NAME OF AFFIANT)

STATE OF Alabama

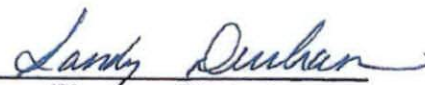
COUNTY OF Mobile

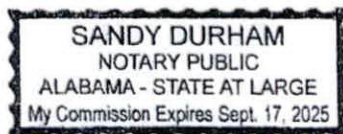
(Printed name of Notary)

Sworn to and subscribed before me this 5 day of February, 2024 by _____,
who was personally known to me or who presented Driver's license as
identification.

Commission No.

Commission Expiration: 9/17/25


(Signature of Notary)





**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

**In reply refer to: 0248488019
Apr 15, 2019 LTR 147C
83-2786092**

**EMINENCE PROMOTIONS LLC
JAMES EDWARD MILLS IV SOLE MBR**

MOBILE AL 36695

Taxpayer Identification Number: 83-2786092

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 15th, 2019.

Your Employer Identification Number (EIN) is 83-2786092. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

**Miss Steele
1003363535
Customer Service Representative**



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

EMINENCE PROMOTIONS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010335496	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: 459999

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

450 WEDGEFIELD DR W MOBILE AL 36608-8467



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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Eminence Promotions, 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 _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

The Greater Gulf State Fair Inc

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

1035 Cody Rd N

City, State, Zip

City, State, Zip

Mobile

AL

36608

Mobile

AL

36608

Date Agreement Signed

Date Agreement Signed

Revision Date 10.23.2023

| Application Property Ownership



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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Eminence Promotions, L.L.C**

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 15th day of October 2024

Notary Printed Name

Notary Signature

Lindsey R Johnson

Lindsey R Johnson

My (Notary) Commission Expires

LINDSEY R. JOHNSON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES AUG. 04, 2027

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

The Greater Gulf State Fair Inc

James Mills

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

1035 Cody Rd N

City, State, Zip

City, State, Zip

Mobile AL 36608

Mobile AL 36608

Date Agreement Signed

Date Agreement Signed

10/15/24

Revision Date 10.23.2023

| Application Property Ownership



My Place

City of Mobile Home | GIS Data

Information for Address: 1035 Cody Rd N

[Search for New Address](#)

Parcel Owner / Mailing Address:

Greater Gulf State Fair Inc

P O Box 8307

Mobile, AL 36689

Parcel Information:

Parcel: R022803074000001.000 / 479574

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:

4S2W07

Census Tract:

006402

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(No Service)

Trash Pickup:

(No Service)

Fire District:

(Fire Station 1 Lloyd J Freeman)

Police Precinct/Beat:

(Precinct 4 Beat 44)

--- Political ---

City Council District:

District: (7)

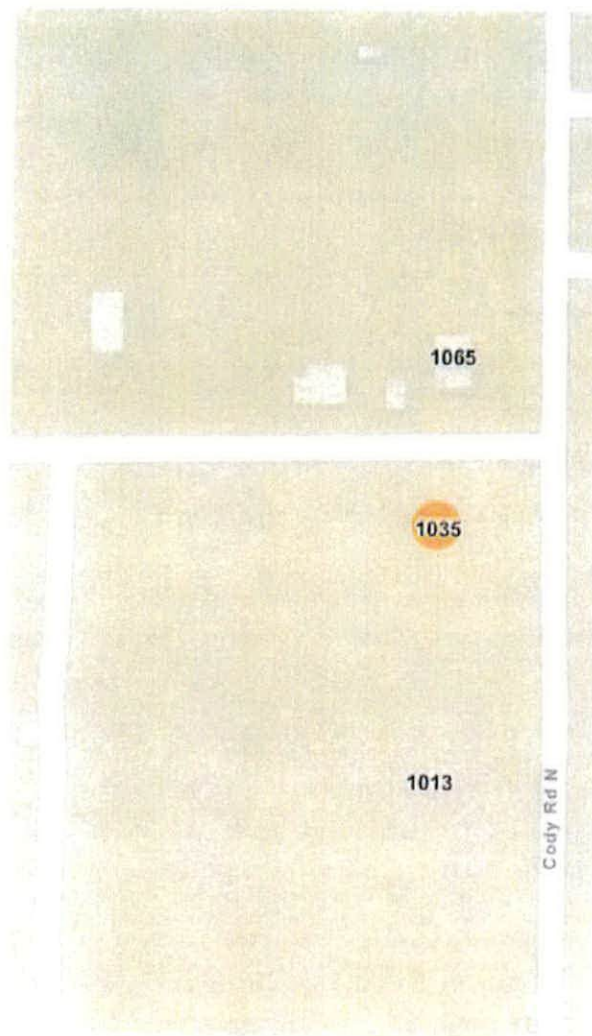
Gina Gregory - (251) 208-7441

County Commissioner District:

District: (2)

State House District:

District: (100)



Cody Rd N

+

-

Home icon

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

[Application Support](#)

Copyright: City of Mobile

2024

Mobile County Property Search

Key Number: 479574 For Year 2024

■ Property Details

Account

Key Number: 479574

Legal Description: COMG AT NE COR OF NE 1/4 OF SE 1/4 OF SEC 7 T4S R2W RUN TH W ALG N/L OF SD 1/4 1/4 40 FT TO A PT ON W R/W LINE OF CODY RD NOW LOC TH CONT RUN W ALG SD N/L OF NE 1/4 OF SE 1/4 490 FT M/L TO PT TH RUN S 631 FT M/L TH RUN E 490 FT M/L TO PT ON W R/W LINE OF CODY RD RUN TH N ALG SD W R/W 631 FT M/L TO POB #SEC 7 T4S R2W #MP28 03 07 4 000

Parcel Number: 2803074000001XXX

Type: Real

Property Class: 2

Location

Address: CODY RD CO

Owner

Name: GREATER GULF STATE FAIR INC

Mailing Address: P O BOX 8307

MOBILE , AL 36689

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

■ Property Values

Improvement Value: \$0

Land Value: \$362,900

Appraised Value: \$362,900

Taxable Value: \$362,900

Assessed Value: \$72,580

VALUES DISPLAYED ARE 2024 VALUES.



Eminence Promotions Tuff Man | Fri-Sat Nov 15-16, 2024 | 1/2 Hocklander

James Mills |

| eminencepros@gmail.com

Contract

TERMS AND CONDITIONS

1. **EVENT/DATES:** The LICENSEE shall restrict its use of the premises to the purposes listed herein and shall not use or permit the use of the premises for any other purpose without the written consent of GGSF:

- Eminence Promotions Tuff Man: predetermined within the Events Agreement & Event Proposal
- Use/Type of Event: predetermined within the Events Agreement & Event Proposal
- Move-in day(s) and time(s): predetermined within the Events Agreement & Event Proposal
- Event day(s) and time(s): predetermined within the Events Agreement & Event Proposal
- Move-out day(s) and time(s): Immediately following the event predetermined within the Events Agreement & Event Proposal
- Additional charges will apply if premises used before or after the above schedule.

2. **PREMISES TO BE USED:** GGSF reserves the right to license any unused portion of the premises not covered by this license agreement to other concerns. All licenses contain access to certain common areas (including all or designated portions of the parking areas), designated service areas, designated restroom facilities, and designated areas of ingress and egress to be used by LICENSEE and LICENSEE'S invitees and attendees, which areas shall be deemed to be "premises" for the purposes herein.

- **PREMISES CAPACITY:** The capacity of the premises to be used are as follows: [SPACES TO BE USED]. GGSF will enforce total capacity.

3. **LICENSE:** License of premises on dates as listed above and services totals. Inside rentals include a limited number of 8'x 30" banquet tables, limited chairs, and a stage (if requested). Additional tables, chairs, stage and pipe and drape may be rented through local rental companies. All outdoor events will need to rent tables and chairs from a local rental company as ours are not all weather.

4. **OTHER SERVICES:** Predetermined within the Events Agreement & Event Proposal. If staff set up is included within the Events Agreement & Event Proposal, LESSEE is required to provide approval of event layout no more than 30 days prior to event.

- 5. SECURITY AND EVENT PERSONNEL:** Security personnel, if requested by LICENSEE or required by GGSF, will be arranged for by GGSF and the cost of such personnel shall be paid by LICENSEE in addition to the license as set out above in Item #3. Only duly sworn law enforcement officers employed by GGSF with jurisdiction at the premises of GGSF will be allowed to carry weapons on the premises. The amount of security and event personnel required for each rental is determined by GGSF in its sole discretion. Security and Event personnel are arranged for at least one hour more than the event times to allow coverage prior to and after the event. Security: predetermined within the Events Agreement & Event Proposal
- 6. DAMAGE/CLEAN-UP DEPOSIT:** A clean-up and damage deposit in the amount predetermined within the Events Agreement & Event Proposal will be held in escrow to ensure the premises will be delivered to GGSF in good stately condition. No interest shall be paid upon the deposit. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are suitable or fit for any use or purpose for which they are let. GGSF or GGSF'S agent have made no warranties, representations or promises that the premises are in good state of repair and in sanitary condition and are in all matters fit for LICENSEE 'S use. LICENSEE shall surrender the premises at the end of the license in the same condition as when the LICENSEE took use, allowing for reasonable use and wear and shall be fully responsible and liable for any damages caused to the premises or any portion of The Grounds used or accessed by LICENSEE or its attendees, and for removal of any trash or debris resulting from use of the premises by LICENSEE. Items left on The Grounds beyond 8:00 a.m. on the day following event shall be considered abandoned and will be disposed of by GGSF and if applicable, the expense billed to LICENSEE. The damage deposit, less any expenses owed under this license to GGSF, shall be returned to LICENSEE provided that all terms and conditions herein contained have been fully performed by the LICENSEE.
- 7. TOTAL AMOUNT DUE(Total of #3, #4, #5, #6)** is predetermined within the Events Agreement & Event Proposal GGSF reserves the right to cancel this license agreement if the total due is not received in the office thirty (30) days before the event.
- 8. DEPOSIT/BOND:** LICENSEE shall deposit the half the total amount which is predetermined within the Events Agreement & Event Proposal upon execution of this contract, which shall be held by GGSF as security of the full and timely performances by LICENSEE for breaches of those terms and conditions. No interest shall be paid upon the deposit. The rights of GGSF against LICENSEE for breach of this lease shall in no way be limited or restricted by this security deposit, but GGSF shall have the absolute right to pursue any available remedy to protect its interest herein, as if the security deposit had not been made. This deposit and any amount collected for rent is non-refundable if event is canceled for any reason.

- 9. LIABILITY INSURANCE:** LICENSEE shall procure and maintain public liability and workman's compensation insurance approved by GGSF at LICENSEE'S expense during the term of this license and any extension thereof. Such coverage shall be adequate to protect against liability for damages claimed through any use, including public use, or arising out of accidents occurring in or around the licensed premises in a minimum amount of One Million and no/100 (\$1,000,000) dollars. Any such policy shall be delivered to the GGSF **NOT LATER THAN 10 DAYS PRIOR TO THE EVENT** and shall be held by GGSF for safekeeping during the term of the lease. LICENSEE shall obtain a written obligation from the insurer to notify GGSF in writing at least ten (10) days prior to cancellation or refusal to renew any insurance policy. If the insurance policies are not kept in force during the entire term of this license, or any extension thereof, GGSF may in its sole discretion procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to the GGSF as additional rent. The Greater Gulf State Fair, Inc. & Mobile Jaycees, Inc. shall be named as additional insured in such policy of insurance. This insurance shall be primary and noncontributory. Host liquor liability insurance is required if alcoholic beverages are given away. **FAILURE TO STRICTLY COMPLY WITH ANY REQUIREMENT OF THIS PROVISION SHALL RESULT IN THE IMMEDIATE AND AUTOMATIC CANCELLATION OF THIS LICENSE WITHOUT FURTHER NOTICE OR OBLIGATION BY GGSF.**
- 10. LICENSES:** LICENSEE agrees that it will procure at its expense all necessary state, county, municipal licenses/permits, and/or licenses/permits from any authority whatsoever which are required for its use of the premises rented hereunder.
- 11. SMOKING/DRUG FREE:** **SMOKING IS PROHIBITED INSIDE ANY BUILDING ON THE GROUNDS.** A designated outside smoking area is located at the rear (north side) of the concourse. **DRUG USE IS PROHIBITED ON THE PREMISES OF THE GROUNDS.** It is primarily the responsibility of the LESSEE to enforce this policy. If smoking in the buildings or drug use on the premises is discovered, GGSF reserves the right to immediately stop the event and clear the premises with the LICENSEE forfeiting all money paid to GGSF for deposits, rents, and fees/services.
- 12. UTILITIES:** Normal utilities (water and electricity) in the premises license are included in this rental. Any excessive usage will be at an additional charge. Any utilities needed which are not available in the premises licensed shall be obtained by the LICENSEE at LICENSEE'S expense. Any electrical work on the premises must be performed by the GGSF'S electrician and the cost shall be reimbursed by LICENSEE.
- 13. CONCESSIONS/EXCLUSIVITIES/ATM:** GGSF reserves all food and drink concession rights on the premises. LICENSEE may operate concessions upon approval by GGSF after a written request is submitted no later than 30 days prior to the event. If non-alcoholic beverages are sold at event, LICENSEE must sell Coca Cola products and must purchase all product from GGSF. If ice is used or sold at event, LICENSEE must purchase all ice from GGSF and provide an ice order to GGSF no later than 7 days prior to event. **Prices for ice are \$5.00 per 20lb. bag and \$2.50 per 10lb. bag.** No outside ATM may be utilized on the premises of GGSF. GGSF reserves all ATM rights on the premises.

- 14. PARKING:** GGSF reserves all parking rights on the premises. If LICENSEE, with GGSF'S consent, charges for parking, LICENSEE shall receive 50% of gross parking revenues. Gross revenues shall be determined by a count of the cars on the parking lot conducted by GGSF, whose count shall be final and determinative. In the event that LICENSEE uses its employees, agents, or contractors to collect money in the parking lot or to collect parking fees, such employees, agents, or contractors **MUST** be employed by LICENSEE and **NOT** by GGSF. LICENSEE shall be solely responsible for providing appropriate insurance coverage for such employees, agents, or contractors, and shall indemnify GGSF and hold it harmless from any claims made by or against said persons or entities. If LICENSEE charges for parking, LICENSEE is to provide a parking plan to GGSF sixty (60) days prior to event each year for approval.
- 15. RESTRICTIONS OF USE:** LICENSEE shall not use premises in any manner that would increase the risk covered by insurance on the premises and result in an increase of the rate of insurance or a cancellation of any insurance policy concerning the premises even if such use shall be in furtherance of LICENSEE 'S purposes. LICENSEE shall not keep, use or sell anything prohibited by any policy of insurance concerning the premises necessary to keep said insurance in force.
- 16. FIRE EXIT DOORS & FIRE REGULATIONS:** All fire exit doors must be unobstructed. At least a five (5) feet radius surrounding each fire exit door must be kept clear and there must be at least a four (4) feet clear aisle leading to the fire exit door. Any vehicle parked inside the building must be for display purposes only, with as little fuel as possible, with a locking gas tank or the gas tank taped shut and battery cables disconnected.
- 17. PROHIBITED ITEMS:** Use of nails, staples, tacks, pins on any GGSF property surface, passing out helium balloons, the taping of signs/posters except on a glass surface, paper stickers, glitter, laser pointers/pens, fireworks of any nature, knives, weapons, mace, pepper spray, chewing or bubble gum, and any other item which in the sole judgment of GGSF which be a public danger, or create a public hazard, or would be detrimental to the premises.
- 18. ENTRY ON PREMISES:** GGSF reserves the right to enter the premises at all reasonable times to inspect them, to perform required maintenance and repairs, or make additions, alterations or modifications to any part of the premises or building covered by this license and LICENSEE shall permit GGSF to do so. GGSF may erect scaffolding, fences and similar structures, post notices and place movable equipment in or on the premises in connection with making alterations, additions or repairs or performing any maintenance, all without incurring any liability to GGSF whatsoever.
- 19. SIGNS/ALTERATIONS:** LICENSEE shall not construct or place signs, awnings or other structures on the premises without a written consent of GGSF. If allowed, LICENSEE agrees to remove signs, displays, advertisements or declarations that are in the sole opinion of the GGSF offensive or otherwise exceptional. If LICENSEE fails to remove such signs, displays, advertisements or declarations immediately after receiving notice from GGSF to remove them, GGSF reserves the right to enter the premises and remove them immediately at the expense of LICENSEE.

- 20. CLAIMS, SUITS OR DEMANDS:** LICENSEE agrees to hold Greater Gulf State Fair, Inc. and Mobile Jaycees, Inc. and their Directors, officers, employees and agents, harmless, and to defend and indemnify them from any and all claims, actions, suits or demands, which result or arise out of GGSF'S or LICENSEE 'S ownership, maintenance or use of the Fairgrounds or the space described in this license. Further, LICENSEE covenants and agrees that it will make no claims and assert no actions against GGSF or the Mobile Jaycees, Inc., their Directors, officers, employees or agents, for bodily injury to any person, or the death, thereof, or for injury or theft or destruction of property belonging to LICENSEE or of others where such injury, death, theft or destruction arise out of its ownership, use or maintenance of the Fairgrounds or the leased space described in this license.
- 21. NON-LIABILITY OF LESSOR FOR DAMAGES HOLD HARMLESS AND INDEMNITY AGREEMENT:** GGSF shall not be liable for liability or damage claims for injury to persons or property arising from any cause relating to the occupancy of the premises by the LICENSEE, including those arising out of damages or losses occurring on areas adjacent to the licensed premises, but used by LICENSEE or its attendees, during the term of this lease or any extension thereof. GGSF shall not be liable for damage claims for injuries to persons or property arising out of the public use of the premises or accidents occurring in or around the premises which are, in any way associated with LICENSEE'S use of the premises of the Fairgrounds. As further consideration for GGSF'S entering into this agreement, LICENSEE agrees that it shall indemnify and hold harmless the GGSF from all liability, loss or other damage claims and obligations whatsoever arising out of its use of the premises or areas adjacent thereto, or which result from the event or activity with is the underlying basis of this license.
- 22. NON-ACQUIESCENCE:** The failure of the GGSF to insist in any one (1) or more instances, upon strict performance of the covenants of this license, or to exercise any option herein contained, shall not be construed as a waiver or the relinquishment of such covenant or option in the future and the same shall continue and remain in full force and effect. The receipt by the GGSF of rent with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the GGSF of any portion hereof shall be deemed to have been made unless expressed in writing and signed by the GGSF.
- 23. ATTORNEY FEE:** If GGSF uses the services of an attorney or files any legal action to enforce any agreement of the lease or for the breach of any covenant or provision, LICENSEE shall pay GGSF a reasonable fee for the services of GGSF'S attorney.
- 24. CANCELLATION RIGHTS:** GGSF reserves the right to cancel this contract, if in its sole judgment, the LICENSEE is utilizing the licensed area(s), in such a way to be detrimental to the interest of the Greater Gulf State Fair. GGSF reserves the right to terminate any activity whatsoever, in its sole opinion, it deems unsafe, in violation of law or ordinances or not in keeping with community standards, morality or decency. Upon such cancellation, LICENSEE forfeits any claims to refund of license or deposits.
- 25. APPLICABLE LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. All parties submit to jurisdiction in the Circuit Court of Mobile County, Alabama.

26. ADVERTISING STANDARDS: With execution of this license agreement, LICENSEE agrees to put down the 50% deposit before any type of advertising or announcements, through social media or otherwise, are made to the public stating The Grounds as the event venue. Furthermore, LICENSEE agrees to adhere to The Grounds' Brand Standards as put forth in the Brand Standards Manual provided by GGSF. GGSF reserves the right to have LICENSEE correct any deviation from the Brand Standards in LICENSEE'S advertising at LICENSEE'S expense. Failure to remedy deviation from the Brand Standards may result in cancellation of license. Upon such cancellation, LICENSEE forfeits any claims to refund of license or deposits.

27. NON-CASH ADJUSTMENT: Credit and debit card payments are subject to a non-cash adjustment of 3%.

28. EVENT TICKETING: GGSF reserves all Event Ticketing rights on the premises. If required by GGSF, LICENSEE must use GGSF for event ticketing purposes.

THE GREATER GULF STATE FAIR: LIABILITY INSURANCE REQUIREMENTS

This information is provided for you to submit to your insurance company: LICENSEE shall procure and maintain public liability and workman's compensation insurance approved by GGSF at LICENSEE'S expense during the term of this license and any extension thereof. Such coverage shall be adequate to protect against liability for damages claimed through any use, including public use, or arising out of accidents occurring in or around the licensed premises in a minimum amount of One Million and no/100 (\$1,000,000) dollars. Any such policy shall be delivered to the GGSF NOT LATER THAN 10 DAYS PRIOR TO THE EVENT and shall be held by GGSF for safekeeping during the term of the license.

LICENSEE shall obtain a written obligation from the insurer to notify GGSF in writing at least ten (10) days prior to cancellation or refusal to renew any insurance policy. If the insurance policies are not kept in force during the entire term of this license, or any extension thereof, GGSF may in its sole discretion procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to the GGSF as additional license. The Greater Gulf State Fair, Inc. & Mobile Jaycees, Inc. shall be named as additional insured in such policy of insurance. This insurance shall be primary and noncontributory. Host liquor liability insurance is required if alcoholic beverages are given away. **FAILURE TO STRICTLY COMPLY WITH ANY REQUIREMENT OF THIS PROVISION SHALL RESULT IN THE IMMEDIATE AND AUTOMATIC CANCELLATION OF THIS LICENSE WITHOUT FURTHER NOTICE OR OBLIGATION BY LICENSOR.**

Host Liquor Liability or Liquor Liability coverage must be noted on the ACORD certificate.

By Approving this Event Proposal and Contract, you acknowledge that you have read and agree to all of the terms and conditions listed in the Event Summary, Event Agreement, and Event Policies.

T Joshua Woods

T Joshua Woods
josh@mobilefair.com

Signed: Aug 12, 2024

James Mills

James Mills
eminencepros@gmail.com

Signed: Aug 6, 2024

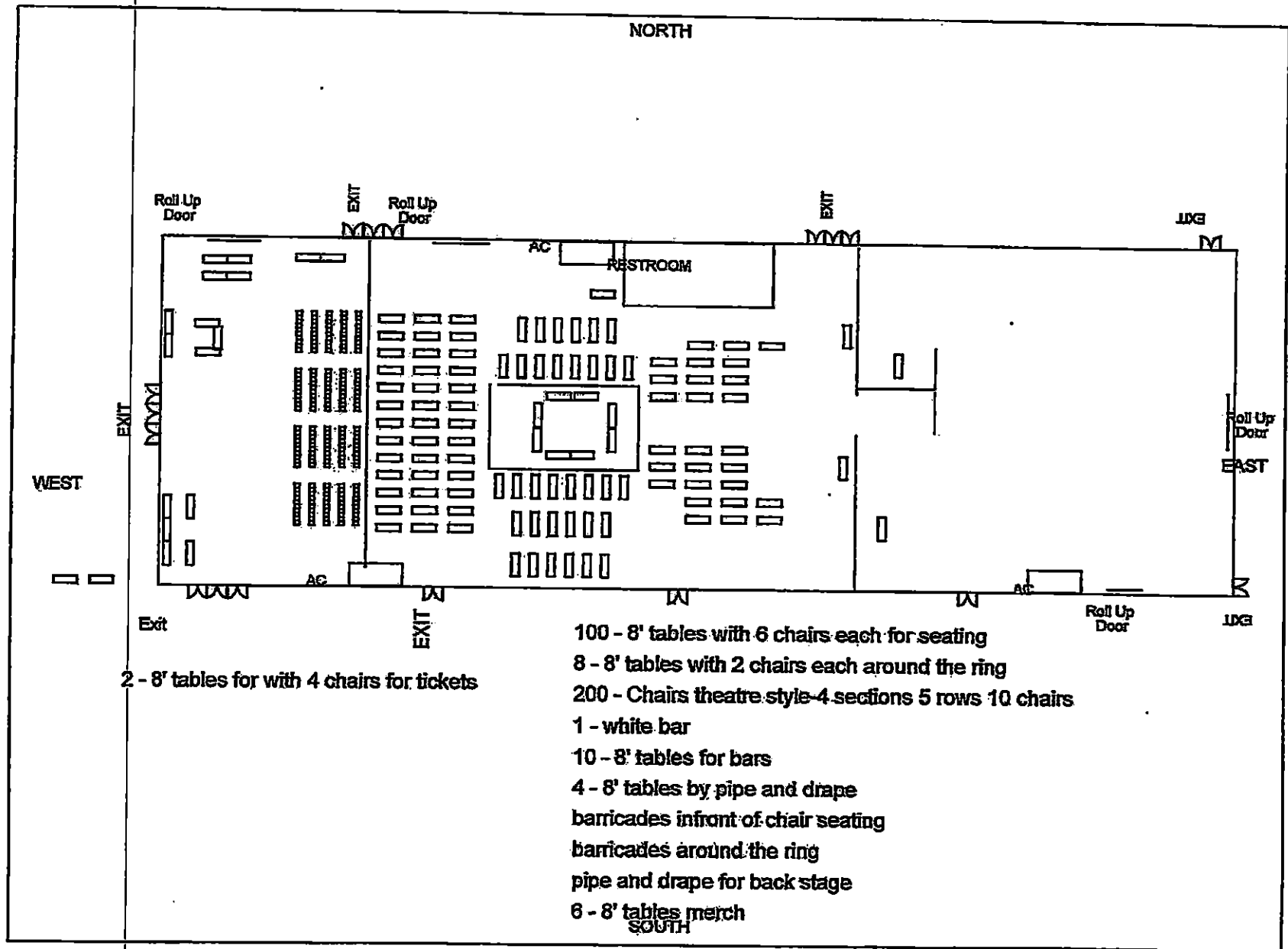


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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 EMINENCE PROMOTIONS LLC				Trade Name (DBA) EMINENCE PROMOTIONS TUFF MAN			
Company Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH				City MOBILE	State AL	Zip Code 36608	
Business Contact Person Information							
Name JAMES E MILLS		Title OWNER	Phone		Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 43,200	Parking Provided 108+	Parking Required 108	Compliance ✓		Zoning R-1	Approved ✓	
Comments FAIR GROUNDS							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 10-15-2024		





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-143179-2024

Issue Date: 10/15/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022803074000001.	1035 Cody Rd N	

Business Name	Issued To	Zoning Districts
EMINENCE PROMOTIONS LLC dba EMINENCE PROMOTIONS TUFF MAN	Name: JAMES E. MILLS IV Company: EMINENCE PROMOTIONS LLC dba EMINENCE PROMOTIONS TUFF MAN Address: 1035 Cody Rd N MOBILE, AL 36608 Phone: (251) 458-0579	R-1

This Zoning Classification Allows the property to be used for:
SPECIAL EVENTS

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

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **611 IVIS AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7, 8, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **611 IVIS AVENUE** described as:

LOT 32 SQR 2 THOMAS W FINCH SUBDIVISION MBK 156 NS P 430-31 #SEC 42 T4S R1W #MP29 07 42 0 001

Parcel Number: 29 07 42 0 001 065

Last Assessed to: HINES EDDIE & DAISY MAE HINES C/O SHELIA HINES

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

October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **611 IVIS AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **HINES EDDIE & DAISY MAE HINES C/O SHELIA HINES** 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 07 42 0 001 065

COUNCIL DISTRICT 1 – CORY PENN

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

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

611 IVIS AVENUE

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	04/23/2024	Comments	

Property Score

Score	70	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-29-24

Notes 6 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/21/2024

Property Address: 611 Ivis Avenue **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

























Affidavit of Mailed Notice



October 18, 2024

State of Alabama
County of Mobile

Subject Property – 611 Ivis Avenue.

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.

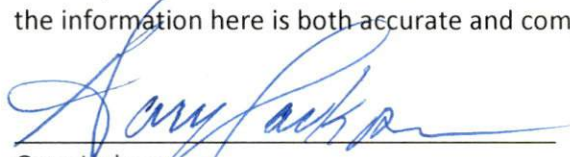
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 14 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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**



Owners
611 Ivis Avenue
Mobile, AL 36617-3430

September 4, 2024

RE: **611 Ivis Avenue**
Project Number: ME-054-24

Dear Owners:

On August 21, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 611 Ivis Avenue.

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

**LOT 32 SQR 2 THOMAS W FINCH SUBDIVISION MBK 156 NS P 430-
31 #SEC 42 T4S R1W #MP29 07 42 0 001**

Parcel Number: 29 07 42 0 001 065

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 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 **October 19, 2024**, which is 45 days from the date of this NOTICE.

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

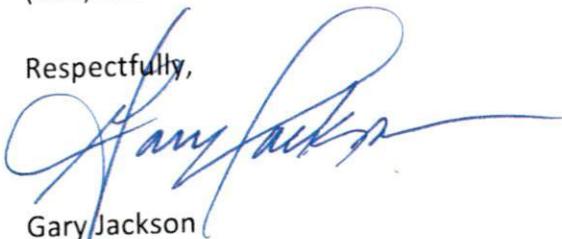
- IV. **NOTICE** is hereby given that on October 29, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: 611 Ivis Avenue

Date: August 20, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 18, 2024

Per the Title Report, the owner is: Eddie Hines and Daisy Mae Hines

NOTES: Both owners are deceased. Per the Revenue Commission, the property is a total loss due to a fire. I spoke to Regina Hines at 251-234-7763 8/15/2024 at 11:00am. She advised she has 8 brothers and sisters. I added all to the family tree. She did not have an available obituary for her mother or father. I verified each sibling with her on the phone.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Owners
611 Ivis Ave
Mobile AL 36617-3430 | Location/subject address and mailing address per revenue commission. |
| 2 | Alice Hines
123 Columbia St
Mobile AL 36607-2405 | Heir – LexisNexis address good 6/2024 - Phone number is 251-442-1493 good 6/2024 |
| 3 | Regina Rae Hines
Caleb Hines
1675 Knollwood Dr Apt 418
Mobile AL 36609-2552 | Heir – LexisNexis address good 6/2024 – Phone number is 251-234-7763 good 5/2024 |
| 4 | Eddie Hines, Jr.
Sheila Hines
649 New St Apt 73
Mobile AL 36603 | Heir – LexisNexis address good 2/2024 – Phone number 251-277-6819 good 5/2024 |
| 5 | Caleb Hines
3325 Hartsfield Way E
Mobile AL 36695-6957 | Heir – LexisNexis address good 5/2024 |

- | | | |
|----|--|---|
| 6 | Caleb Hines
1536 Champion CV
Semmes AL 36575-7530 | LexisNexis address good 2/2024 |
| | | |
| 7 | Robert Hines
1443 Avonlea Ct
Mobile AL 36618-2858 | Heir – LexisNexis address good 7/2024
Phone numbers are 251-447-5567, 251-545-2364,
251-479-3669, 251-301-7253, and 251-341-0180
good 2024 |
| | | |
| 8 | Robert Hines
Angeline Hines
2163 Wagner St
Mobile AL 36617-3053 | LexisNexis address good 2023 |
| | | |
| 9 | Debera Hines
554 Surrey St
Mobile AL 36617-3008 | Heir – LexisNexis address good 4/2024
Phone number 504-372-8030 good 2024 |
| | | |
| 10 | Cynthia Curtis
2612 Wealthy St
Mobile AL 36617-1925 | Heir – LexisNexis address good 4/2024 – Phone
numbers are 251-301-3142, 251-301-3901 |
| | | |
| 11 | Joyce Adams
15003 Rigdale St
Houston TX 77084-2043 | Heir – LexisNexis address good 6/2024 – Phone
numbers are 713-817-2419, 713-818-8525,
713*729-4901 good 2024 |

**TAX STATUS: EXEMPT FOR 2023 – WILL HAVE A BILL
DUE FOR THE 2024 TAX YEAR – THE EXEMPTION WAS
REMOVED DUE TO FIRE AND BOTH OWNERS DECEASED**

Parties with recorded liens per Title Report:

- | | | |
|----|--|---|
| 12 | Midland Funding LLC
c/o Richard Gwin Moxley III
PO Box 4953
Montgomery AL 36103 | Midland Funding LLC vs Eddie Hines Sr, filed
11/21/2013, recorded 2/11/2014, LR7119 Pg 447 |
| | | |
| 13 | University of South Alabama
2451 Fillingim St Ste 3040
Mobile AL 36617 | Hospital lien against Eddie Hines – recorded
1/12/2017 LR7466 pg 1858 |

14 State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of AL Department of Revenue vs Caleb
Hines – recorded 3/4/2022 instrument 2022016687

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Eddie Hines and Daisy Mae Hines, filed 4/30/2024,
recorded 5/23/2024, instrument number 2024031941

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1210 Alba Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1210 Alba Street** described as:

LOT 6 SQR 10 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 004

Parcel Number: 29 10 27 3 004 036

Last Assessed to: MOTEN SCHARLOETTE

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
October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1210 ALBA STREET**, OWNED BY OR MAY HAVE AN INTEREST: **MOTEN SCHARLOETTE**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 27 3 004 036

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1210 ALBA ST

Property Details

PARCEL KEY	00916094	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROAD	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HOT/POSSIBLE LEAKING AIR VENT	Y	WATER PENETRATING STRUCTURE	Y
WET TAGS	Y	FIRE DAMAGE	N
OPENING/NO PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE ELEMENTS	Y	WALL COMPROMISED	Y
REPAIR NEEDED ALREADY	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/8/2024	COMMENTS	

Property Score

SCORE	66	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

LC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-24-24

Noted 6-6-24 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/04/2024

Property Address: 1210 Alba 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 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 and debris.

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



Scharolette Moton
9932 Hardy Road
Mobile, Alabama 36525-4441

September 4, 2024

RE: 1210 Alba Street
Project Number: ME-053-24

Dear Scharolette Moton:

On August 30, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1210 Alba Street.

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

LOT 6 SQR 10 BASCOMBE TRT DBK 128 P 1 #SEC 27 T4S R1W #MP29 10 27 3 004

Parcel Number: 29 10 27 3 004 036

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 19, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 29, 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,

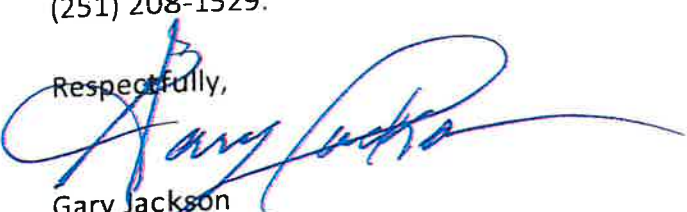
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

1210 ALBA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

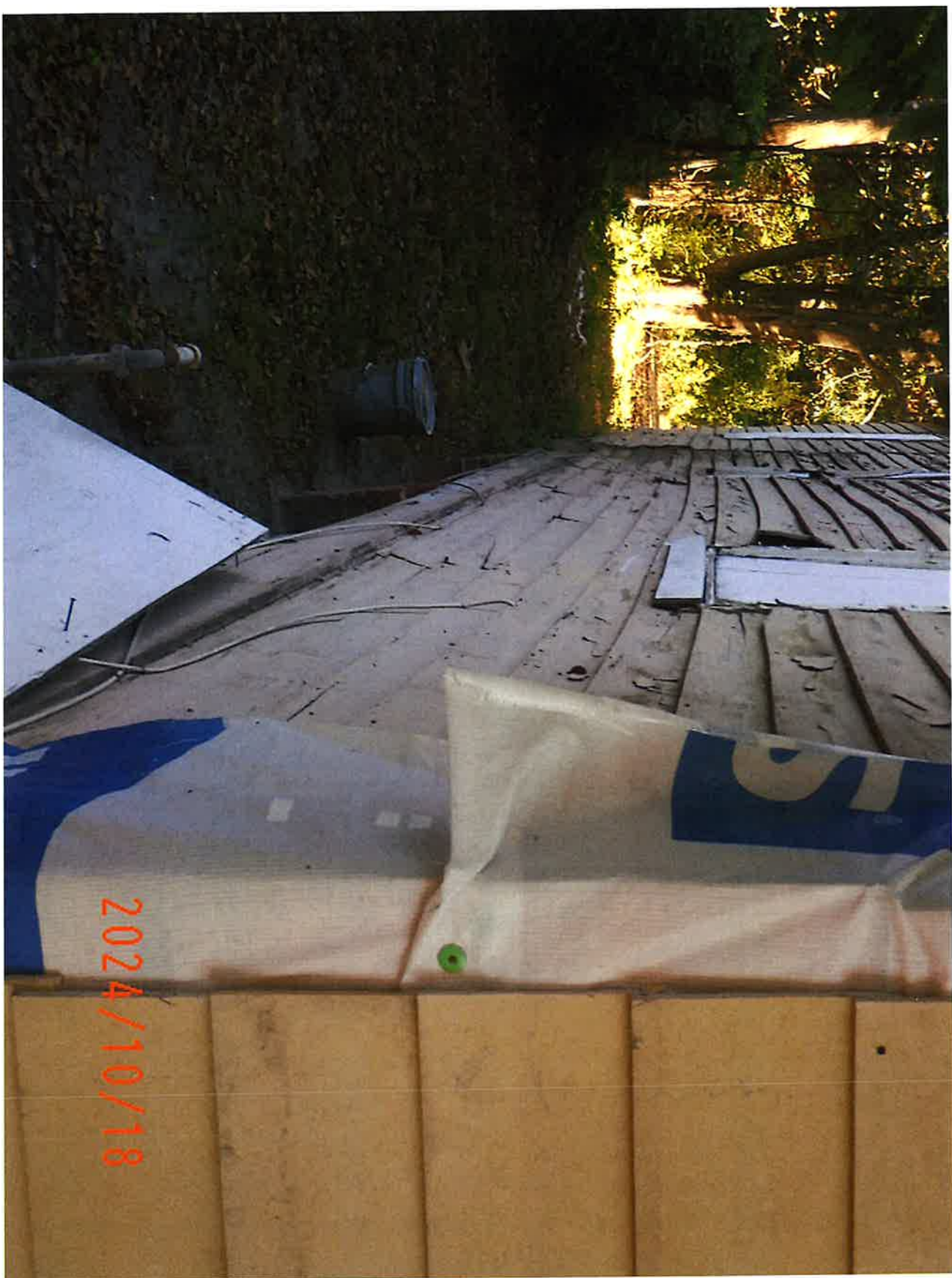
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

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NUISANCE ABATEMENT

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NUISANCE ABATEMENT

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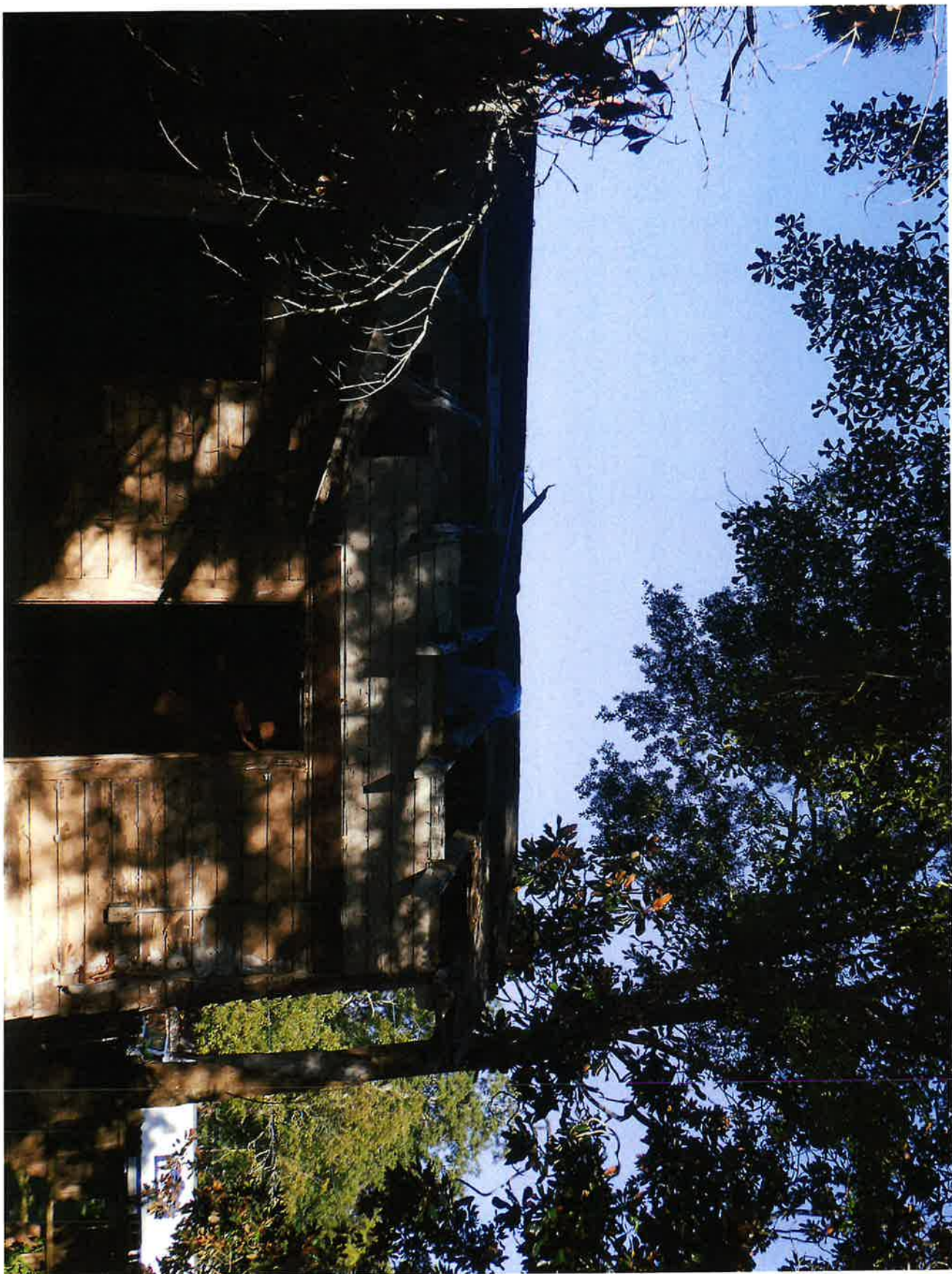
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

1210 ALBA STREET

PHOTOS AGENDA / DW



Affidavit of Mailed Notice



Date: October 29, 2024

State of Alabama
County of Mobile

Subject Property – 1210 Alba Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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.

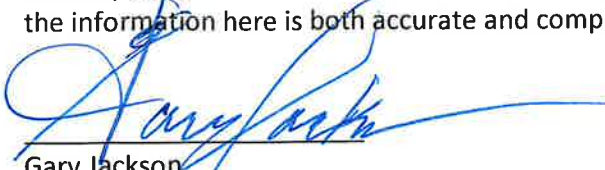
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **18 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1210 Alba Street UPDATE

Date: Original Report September 12, 2016

1st Update September 15, 2022

2nd Update August 13, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 7, 2024

Per the Title Report, the owners are: Heirs at law and next of kin of Willie Mae Molton , deceased.
Tax Deed Interest in Scharlotte Moten.

Notes: The deceased owner's name on the deed is Molton but the obituary is Moton. Scharolette's name is spelled multiple different ways. Scharlotte, Scharloette, Scarlet and Scharolette. Monterious Moton named in the obit for Carlos Moton and Jessie Moton is actually spelled Marterris Moton per Ruth Kimbrough. I contacted Ruth Kimbrough on 8/13/2024 at 251-513-4683 and she gave me the correct spelling of Marterris Moton's name.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Jerry Moton
Scharolette Moten
Annette Moton
1210 Alba St
Mobile AL 36605-4701 | Subject Property/location address |
| 2 | Monica Moton
2197 Farrington Loop E
Semmes AL 36575-7560 | Heir – LexisNexis address good 4/2024
Phone number 251-209-8805, 251-454-5775, 251-358-5782 good 2024 |
| 3 | Monica Moton
1406 Daytona Dr
Mobile AL 36605-3521 | LexisNexis address good 6/2023 |
| 4 | Annette Moton
2963 Warren Street
Mobile, AL 36612-1545 | Heir - LexisNexis address good 6/2024 – Phone numbers are 251-644-2955, 251-513-8978 god 2024 |
| 5 | Jerry Moton
4014 Cresthaven Rd
Mobile AL 36609-2361 | Heir – LexisNexis address good 4/2024 – Phone numbers are 251-479-9464, 251-644-8358, and 251-327-1075 8/13/2024 |

- | | | |
|----|--|---|
| 6 | Jerry Moton
122 Durant St
Mobile AL 36607-2409 | LexisNexis address good 11/2024 |
| 7 | Ellavarre Moton
1420 Casa Loma Drive
Axis, Alabama 36505-4203 | Heir – LexisNexis address no good date – Phone numbers are 251-222-7880 and 251-348-6841 good 2020 and 2021 |
| 8 | Ellavarre Moton
370 County Road 63
Woodville AL 35776-6076 | LexisNexis address no good date |
| 9 | Ashley Jones Walker
402 Westwood St Apt C
Mobile AL 36606-6502 | Heir – LexisNexis address good 4/2024 – Phone numbers are 251-583-4031 and 251-330-8938 good 2024 |
| 10 | Ashley Jones Walker
1010 Baltimore St
Mobile AL 36605-4600 | LexisNexis address good 2/2024 |
| 11 | Ruthie Kimbrough
421 Lexington Ave
Mobile AL 36603-5154 | Heir – LexisNexis address good 2/2024 – Phone numbers 251-513-4683 (verified by Mrs. Kimbrough). |
| 12 | Ruthie Kimbrough
1101 Government St Apt D3
Mobile AL 36604-2415 | LexisNexis address good 4/2024 |
| 13 | Marterris Moton
1214 Pecan St Apt A
Bay Minette AL 36507-2760 | Heir – LexisNexis address good 4/2024 – Phone numbers are 251-259-0137, 256-328-9086, 256-328-1728 and 256-467-4066 good 2024 |
| 14 | Marterris Moton
428 N 6 th St Apt B
Gadsden AL 35901-7017 | LexisNexis address good 2/2024 |

TAX STATUS: 2023 TAXES PAID CURRENT

- | | | |
|----|--|--|
| 15 | Scharolette Moten
505 Plum St
Mobile AL 36603-5737 | 2014 Tax Certificate holder (eligible for tax deed)
Also, Heir at Law of Willie Mae Molton a/k/a Willie Mae Moton – Instrument # 2023029987 recorded 5/12/2023 Tax Deed issued to Scharolette Moten Revenue Commission mailing address good 2021 - 2022 |
| 16 | Scharolette Moten
9932 Hardy Rd
Mobile AL 36525-4441 | Revenue Commission mailing address good from 2023 to 2025 |

Parties with recorded liens per Title Report:

- | | | |
|----|--|--|
| 17 | Autovest LLC
c/o Ben Louis Zarzaur
PO Box 11366
Birmingham AL 35202 | Judgement: Autovest LLC vs Annette Moton Filed on 6/26/2017, recorded 08/02/2017 bk7538 pg1852 |
|----|--|--|

18 Autovest LLC
c/o Jason Patrick Zarzaur
PO Box 11366
Birmingham AL 35202

Judgement: Autovest LLC vs Rutrie Kimbrough
Filed on 3/18/2021, recorded 5/24/2024 instrument
number 2021032974

Open Mortgages: NONE
Lis Pendens

Lis Pendens - City of Mobile vs Willie Mae Molton, dated July 15, 2016, and recorded in
Land Records Book 7402 page 652.

Lis Pendens – City of Mobile vs Willie Mae Molton, c/o Scharolette Molten, Filed 8/30/2022,
Recorded 12/13/2022, Instrument number 2022076717.

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 **1315 BROOKE AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1315 BROOKE AVENUE** described as:

**LOT 8 BLK 3 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC
37 T5S R1E #MP32 02 37 0 001**

Parcel Number: 32 02 37 0 001 069

Last Assessed to: BROWN TODD

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

October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1315 BROOKE AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **BROWN TODD** 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: 32 02 37 0 001 069

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1315 BROOKE AVE

Property Details

PARCEL KEY	00983804	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y Y
SURVEY DATE	2/9/2024	COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-24-24

Notes 5 to 1 For Demolition
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 08/21/2024

Property Address: 1315 Brooke Avenue **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



October 18, 2024

State of Alabama
County of Mobile

Subject Property – 1315 Brooke Avenue.

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.

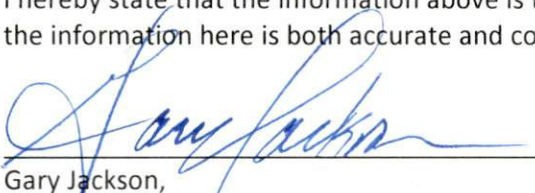
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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



Todd Brown
1315 Brooke Avenue
Mobile, AL 36605-2209

September 4, 2024

RE: **1315 Brooke Avenue**
Project Number: ME-054-24

Dear Todd Brown:

On August 21, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1315 Brooke Avenue.

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

LOT 8 BLK 3 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC
37 T5S R1E #MP32 02 37 0 001

Parcel Number: 32 02 37 0 001 069

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 **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 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 **October 19, 2024**, which is 45 days from the date of this NOTICE.

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

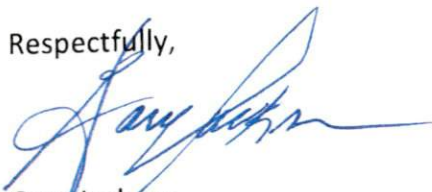
IV. **NOTICE** is hereby given that on **October 29, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: 1315 Brooke Avenue

Date: August 8, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 8, 2024

Per the Title Report, the owner is: Fee simple is vested in Todd Brown

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Todd Brown
1315 Brooke Avenue
Mobile AL 36605-2209 | Subject Property/location address |
| 2 | Todd Brown
2665 Pleasant Valley Rd
Mobile AL 36606-2134 | Owner – LexisNexis address good 8/2023 – Phone number is 251-525-9504 good 8/2024.
Mobile County Revenue Commission website mailing address from 2021 through 2022 |
| 3 | Todd Brown
456 S Broad St
Mobile AL 36603-1122 | Mobile County Revenue Commission website mailing address from 2023 through 2025 |

TAX STATUS: 2023 TAXES CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages

- | | | |
|---|---|--|
| 4 | Mitchell Owen Young
1401 Osprey Ln
Dauphin Island AL 36528-4374 | Assignment of Mortgage from Mobile Capital Company, LLC to Mitchell O. Young instrument number 2021078721, recorded 11/30/2021 – Phone number 251-423-2224 good 2024 |
|---|---|--|

Lis Pendens - NONE

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2054 (aka 2056) Bucker Road S** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2054 (aka 2056) Bucker Road S** described as:

LOT 1 BLK 5 FULTON RIDGE ES TATES MBK 4 P 110 #SEC 32 T4S R1W #MP29 11 32 4 002

Parcel Number: 29 11 32 4 002 071

Last Assessed to: T & T INVESTMENTS, LLC

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2054 (AKA 2056) BUCKER ROAD S**, OWNED BY OR MAY HAVE AN INTEREST: **T & T INVESTMENTS, LLC**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 32 4 002 071

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2054 BUCKER RD S

Property Details

PARCEL KEY	00958583	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/9/2024	COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-24-24

Noted 5-6-24 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams

Date: 09/04/2024

Property Address: 2054 (fka 2056) Bucker Road S

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 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 and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



T & T Investments, LLC
C/O Timothy & Travis Foote
79 N Bluff Creek Circle
Spring, Texas 77382-5776

September 4, 2024

RE: **2054 (fka 2056) Bucker Road S**
Project Number: **ME-049-24**

Dear Timothy & Travis Foote:

On August 30, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2054 (fka 2056) Bucker Road S.

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

LOT 1 BLK 5 FULTON RIDGE ES TATES MBK 4 P 110 #SEC 32 T4S R1W #MP29 11 32 4 002

Parcel Number: 29 11 32 4 002 071

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 19, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 29, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

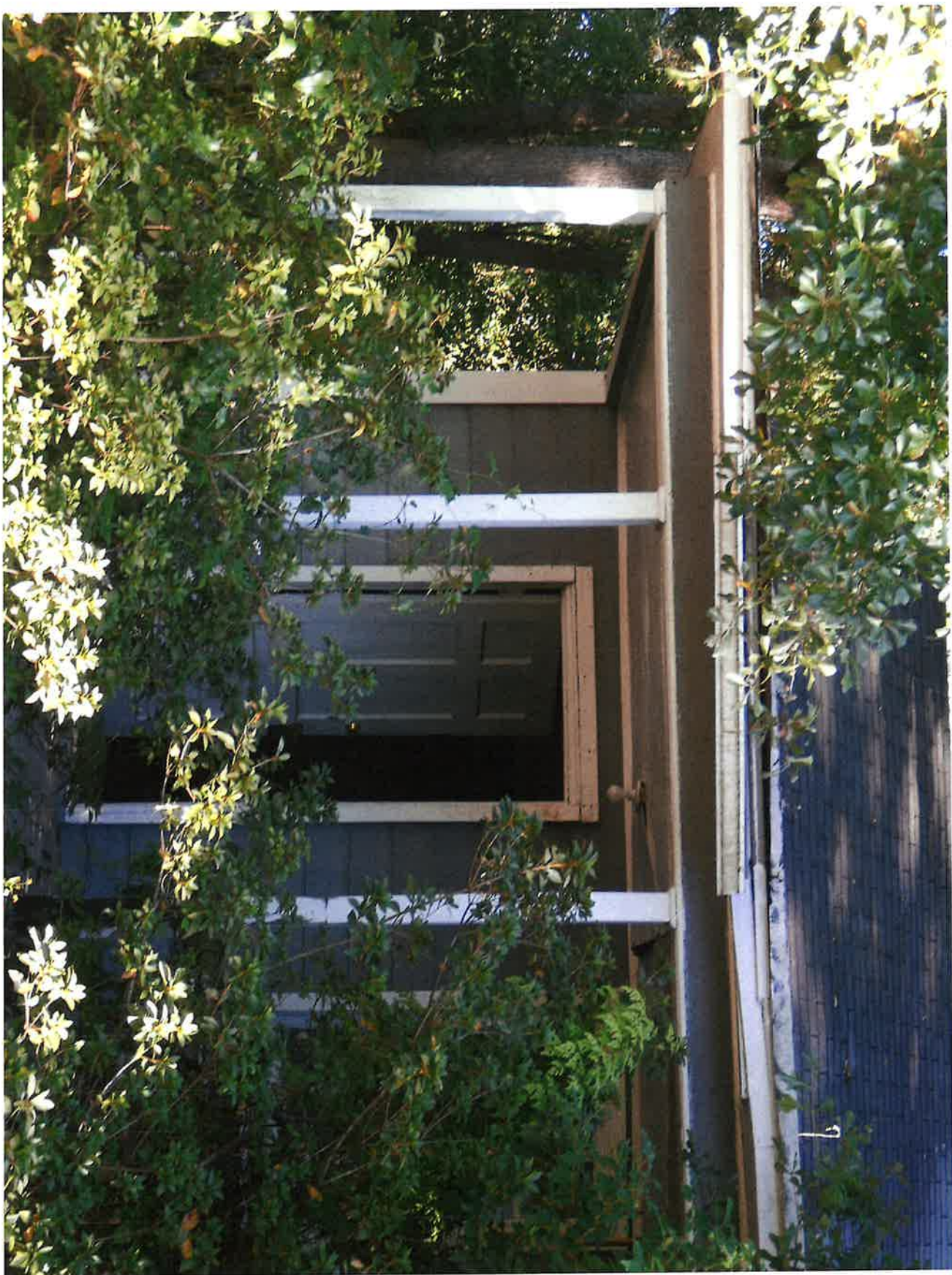
PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW





NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROADS

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2054 (AKA 2056) BUCKER ROAD S

PHOTOS AGENDA / DW





Affidavit of Mailed Notice



Date: October 29, 2024

State of Alabama
County of Mobile

Subject Property – 2054 (aka 2056) Bucker Road S

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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.

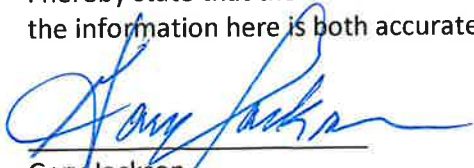
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

2054 S. Bucker Rd

NUISANCE ABATEMENT WORKSHEET

RE: 2056 S Bucker Road Date: August 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 14, 2024

Per the Title Report, the owner is: Pearis Fitzgerald Howard

Notes: The house number on the property shows 2054. The Revenue Commission location address shows 2056 Bucker Road. GIS shows 2056 Bucker Road. The Blight Survey address shows 2054 Bucker Road and key number 958583 represents Lot 1 Blk 5 Fulton Ridge Estates. The paperwork received from Municipal Enforcement is for key number 958583. Municipal Enforcement email is attached regarding the correct parcel.

SEND NOTICES of nuisance abatement proceedings to the following parties:

owner
2054

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Pearis Fitzgerald Howard
2056 S Bucker Rd
Mobile AL 36605-2363 | Subject/location address – Owner – LexisNexis
address good 2023 – Phone numbers are 251-472-
7418, 251-675-6219, 251-679-9866, and 251-452-
9939 good 2024 |
| 2 | Pearis Fitzgerald Howard
7631 Spice Pond Rd
Eight Mile AL 36613-9359 | LexisNexis address good 8/2024 – Revenue
Commission mailing address good 2021 - 2024 |

TAX STATUS: TAXES FOR 2023 ARE MARKED PAID
3/22/2024 IN THE AMOUNT OF \$466.54

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Pearis Fitzgerald Howard, filed 6/28/2024, recorded
8/15/2024, instrument number 2024051860.

NUISANCE ABATEMENT WORKSHEET

RE: 2054 S Bucker Road

Date: August 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 21, 2024

Per the Title Report, the owner is: T and T Investments, LLC

Notes: There is a discrepancy with both location addresses (2054 and 2056 S Bucker Road) on the Revenue Commission website. I received an email from Municipal Enforcement asking me to complete the corner house as well. I contacted the Revenue Commission 8/21/2024 and was told by the call center agent that the Revenue Commission uses the legal description to identify accounts. I spoke with Geneva Kinman in the map room of the Revenue Commission 8/22/2024. She advised she would forward the issue to the Assessing Department. There is a current mortgage on the property. I located the mortgage company by using MERS ID website. PHH Mortgage is the current active company. The deed has the spelling T and T but Revenue Commission and Secretary of State of Alabama has T & T.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | T and T Investments, LLC
2054 S Bucker Rd
Mobile AL 36605-2363 | Subject /location address – Owner |
| 2 | T and T Investments, LLC
c/o Timothy and Travis Foote
79 N Bluff Creek Cir
Spring TX 77382-5776 | LexisNexis address for T and T Investments, also Revenue Commission website mailing address good from 2007 until 2024 |
| 3 | Timothy Foote
748 Loudon Ridge Rd
Loudon NH 03307-1711 | Member of company T and T Investments per Secretary of State of Alabama website. LexisNexis address good 5/2024 – Phone numbers are 603-545-8327, 603-540-0513, 603-540-8186 good 2024 |
| 4 | Travis Foote
2728 N Logrun Cir
Spring TX 77380-1325 | Member of company T and T Investments per Secretary of State of Alabama website. LexisNexis address good 12/2023. Phone numbers 979-661-6737, 832-381-0378, 832-271-3270 and 251-471-1105 good 2024 |

- 5 Travis Foote LexisNexis address good 4/2024
2016 Bristlecone PL
Spring TX 77380-1898
- 6 Travis Foote LexisNexis address good 5/2024 – Mailing address
PO Box 130789 on multiple Revenue Commission properties
Spring TX 77393-0789 owned by Travis Foot.
- 7 T and T Investments, LLC Registered agent per the Secretary of state of
c/o Incorp Services Inc Alabama website.
4037 US 231 Ste A
Wetumpka AL 36093

TAX STATUS: 2023 TAXES PAID CURRENT
Parties with recorded liens per Title Report: NONE

Open Mortgages

- 8 CoreLogic Tax service that paid property taxes per the
3001 Hackberry Rd Revenue Commission website from 2013 – 2023
Irving TX 75063 Phone number – 1-800-225-4707
- 9 PHH Mortgage Corporation Mers MIN # 1000242-0001137507-4 Active status
PO Box 5452 for PHH Mortgage – 1-800-304-9786 – Address
Mount Laurel NJ 08054-5452 from PHH Mortgage website.
- 10 PHH Mortgage Corporation Agent as reported on Secretary of State of
c/o Corporation Service Alabama website.
Company Inc
641 S Lawrence St
Montgomery AL 36104-5809
- 11 PHH Mortgage Corporation Secretary of State of Alabama Reported Address
2000 Midlantic Dr Ste 410-A from 2/19/2024
Mount Laurel NJ 08054-1515

Lis Pendens - NONE

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **2377 San Souci Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2377 San Souci Road** described as:

LOT 16 BLK B SANS SOUCI S/D MBK 3 PG 511 #SEC 05 T5S R1W #MP32 02 05 0 001

Parcel Number: 32 02 05 0 001 099

Last Assessed to: ALONSO ELMER ALEXANDER AQUINO & KARLA CAROLINA GARCIA

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
October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR:' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2377 SAN SOUCI ROAD**, OWNED BY OR MAY HAVE AN INTEREST: **ALONSO ELMER ALEXANDER AQUINO & KARLA CAROLINA GARCIA**, 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: 32 02 05 0 001 099

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2377 SANS SOUCI RD

Flood Zone

Property Details

PARCEL KEY	00978204	LOCAL HISTORIC REGISTER	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTER	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y <i>g</i>
POTENTIAL TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/9/2024	COMMENTS	

Property Score

SCORE	42 <i>02 g</i>	SCORE DESCRIPTION	Review Committee
-------	----------------	-------------------	------------------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-24-24

Noted 6 to 0 for Demolition
g

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/04/2024

Property Address: 2377 San Souci Road

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 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 and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Elmer Alexander Aquino Alonso, &
Karie Carolina Garcia
4050 Gaylark Road N
Mobile, Alabama 36609-2369

September 4, 2024

RE: **2377 San Souci Road**
Project Number: **ME-046-24**

Dear Elmer Alexander Aquino Alonso, & Karie Carolina Garcia:

On August 30, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2377 San Souci Road.

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

LOT 16 BLK B SANS SOUCI S/D MBK 3 PG 511 #SEC 05 T5S R1W #MP32 02 05 0 001

Parcel Number: 32 02 05 0 001 099

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 19, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 29, 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

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW





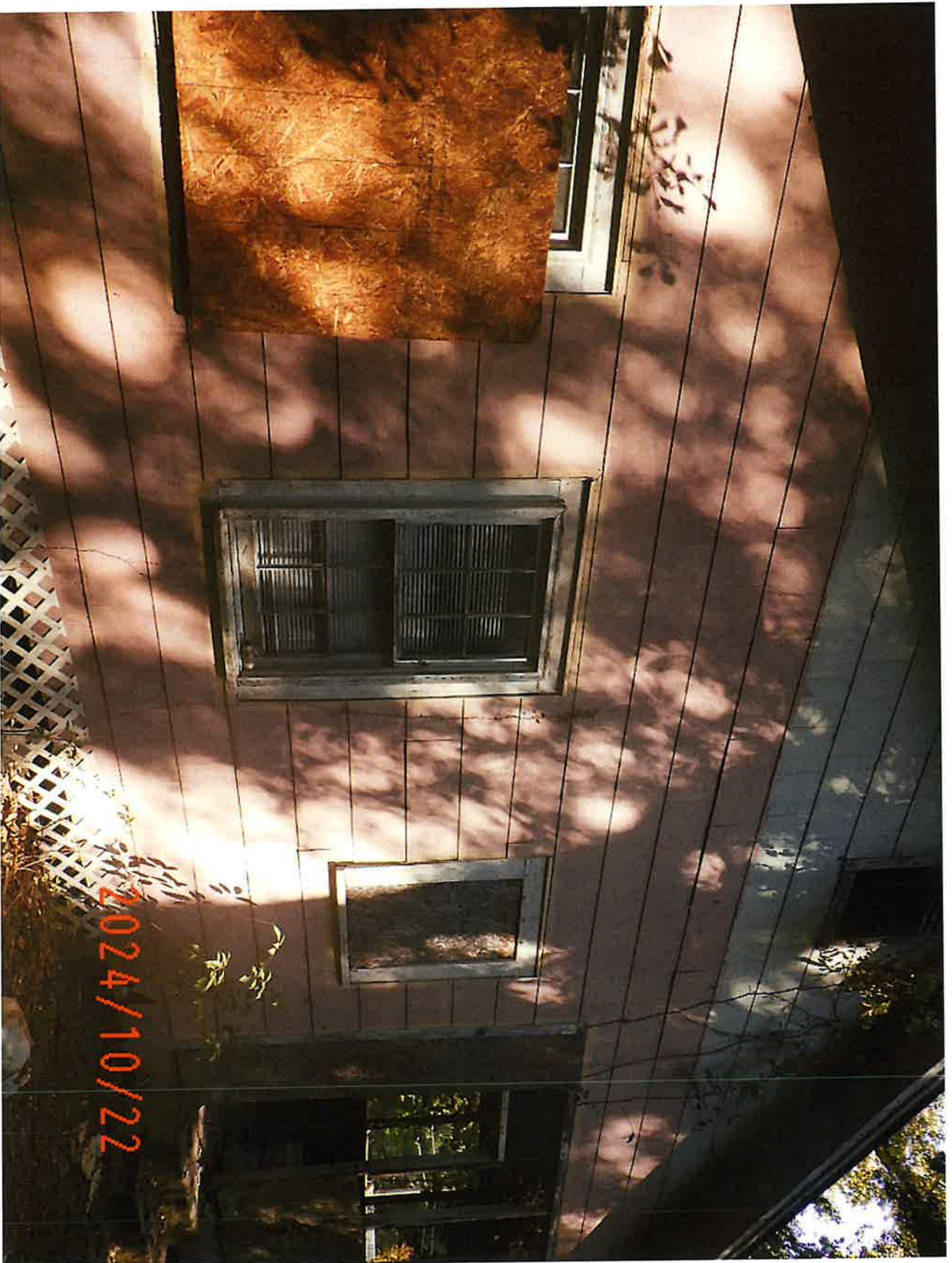




NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW





NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW





NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW





NUISANCE ABATEMENT

2377 SAN SOUCI ROAD

PHOTOS AGENDA / DW





Affidavit of Mailed Notice



Date: October 29, 2024

State of Alabama
County of Mobile

Subject Property – 2377 San Souci Road N

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

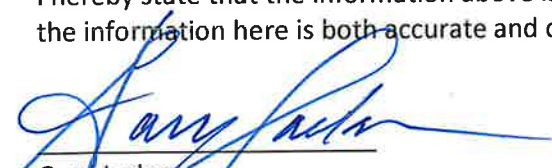
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement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

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

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

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

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



Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2377 San Souci Road

Date: August 15, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 14, 2024

Per the Title Report, the owner is: Fee Simple is vested Elmer Alexander Aquino Alonso and Karla Carolina Garcia

Notes: The fee simple owners are new owners per warranty deed 2024026061 recorded 4/30/2024

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Elmer Alexander Aquino Alonso
Karla Carolina Garcia
2377 San Souci Rd
Mobile AL 36605-2628

Subject property/location address – New Owners
Phone number is 251- 930-3466 good 2024

2 Elmer Alexander Aquino Alonso
Karla Carolina Garcia
4050 Gaylark Rd N
Mobile AL 36609-2369

LexisNexis address good 2/2022 – 4/2024 – Also
Mailing address on the Mobile County Revenue
Commission website and Warranty Deed address

**TAX STATUS: 2023 PAID CURRENT AND BY THE TITLE
COMPANY DELTA SOUTH ON 5/2/2024**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens - NONE

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 **809 S WASHINGTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 2, 3, 4, 5, 7, 8, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **809 S WASHINGTON AVENUE** described as:

**LOT 3 BLK 5 SIMS 2ND ADD DB K 120/486 #SEC 37 T4S R1W #MP29
10 37 0 003**

Parcel Number: 29 10 37 0 003 089

Last Assessed to: GULLEY ERNEST JAMES & GEORGIA C/O WINSTON GULLEY

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

October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **809 S WASHINGTON AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **GULLEY ERNEST JAMES & GEORGIA C/O WINSTON GULLEY** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 37 0 003 089

COUNCIL DISTRICT 3 – C J SMALL

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

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

809 S. WASHINGTON AVENUE

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	06/18/2024	Comments	

Property Score

Score	70	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

6-18-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis Date: 08/21/2024

Property Address: 809 S. Washington Avenue 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



October 18, 2024

State of Alabama
County of Mobile

Subject Property – 809 S. Washington Avenue.

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.

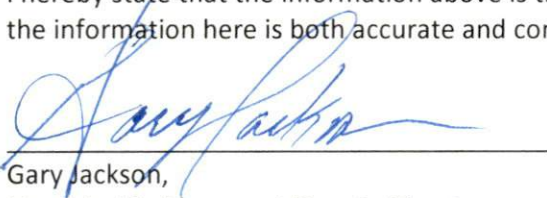
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 14 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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**



Jimmy Gulley
Winston Gulley
809 S. Washington Avenue
Mobile, AL 36603-1227

September 4, 2024

RE: **809 S. Washington Avenue**
Project Number: ME-044-24

Dear Jimmy Gulley & Winston Gulley:

On August 21, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 809 S. Washington Avenue.

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

LOT 3 BLK 5 SIMS 2ND ADD DB K 120/486 #SEC 37 T4S R1W #MP29
10 37 0 003

Parcel Number: 29 10 37 0 003 089

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

- a) Repair the structures / and or building by **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 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 **October 19, 2024**, which is 45 days from the date of this NOTICE.

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

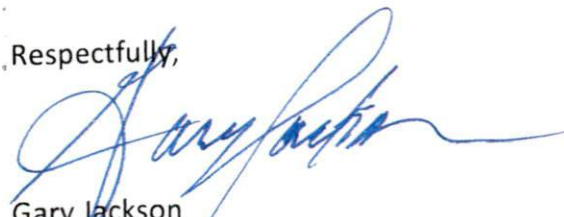
- IV. **NOTICE** is hereby given that on **October 29, 2024, 2024 at 10:30 a.m.,** a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property 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: 809 S Washington Avenue

Date: August 7, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2024

Per the Title Report, the owner is: Ernest James Gulley and Georgia L. Gulley

Notes: Both owners are deceased. Ernest James Gulley DOD 1/23/2017 and Georgia L. Gulley DOD 5/26/1999. I spoke to daughter in law, Nina Simon (wife to deceased son Robert Simon) on 8/7/2024. She advised she does not know where Carmen and Kim are located and does not know their last names. I could not locate Carmen or Kim. Juan Simon was not listed in the obit because he was estranged from his father Robert Simon.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Jimmy Gulley
Winston Gulley
809 S Washington Ave
Mobile AL 36603-1227 | Subject/location address |
| 2 | Larry Gulley
6429 Green Forest Dr
Mobile AL 36618-3226 | Heir – LexisNexis address good 2/2024 – Phone numbers are 251-447-1076 and 228-609-0497 good 2024 |
| 3 | Larry Gulley
3721 Big Point Rd
Moss Point MS 39562-8680 | LexisNexis address good 6/2024 |
| 4 | Jimmy Gulley
1106 Cottrell St
Mobile AL 36605-1514 | Heir – LexisNexis address good 11/2021 – Phone number is 251-513-4269 good 4/2024 |
| 5 | Ernest Gulley, Jr
1961 Jones Ave
Mobile AL 36617-2937 | Heir – LexisNexis address good 4/2024 – Phone numbers are 251-910-5927, 251-580-4147 and 251-937-2622 good 8/2024 |

- | | | |
|----|--|--|
| 6 | Earnest Gulley, Jr
34140 Spring Rd S
Stapleton AL 36578-3114 | LexisNexis address good 7/2024 |
| 7 | Winston Gulley
12437 Branson Rd N
Mobile AL 36695-9425 | Heir – Pays taxes and is the in care of on the Revenue Commission website. Phone numbers are 251-490-0044, 631-505-7195, 251-473-5775 and 251-487-5076 good 2024 |
| 8 | Winston Gulley
9600 Jeff Hamilton Rd Lot 41
Mobile AL 36695-8748 | LexisNexis address good 4/2024 |
| 9 | Marion Ward
1026 5 th St E Apt 6
Saint Paul MN 55106-5234 | Heir – LexisNexis address good 6/2024 – Phone numbers are 612-231-4880 and 651-815-9236 good 2024 |
| 10 | Ollie English
1755 W Gaulbert Ave
Louisville KY 40210-1761 | Heir – LexisNexis address good 6/2024 – Phone numbers are 502-631-7897, 651-335-7590 and 502-876-8911 good 2024 |
| 11 | Nina Simon
400 Hadley St
Fountain CO 80817-3163 | Heir – LexisNexis address good 6/2024 |
| 12 | Christopher Patterson
1580 Bonita Dr
Fountain CO 80817-1145 | Heir – LexisNexis address good 6/2024 – Phone number is 719-641-7625 good 5/2024 |
| 13 | Shaun Patterson
5412 Alice Ave NE
Albuquerque NM 87110-6402 | Heir – LexisNexis address good 6/2024 – Phone number is 505-203-0290 good 2024 |
| 14 | Juan Simon
534 Hunt Ln Apt 1207
San Antonio TX 78245-2315 | Heir – LexisNexis address good 6/2024 – Phone numbers are 210-710-5308, 830-499-3368 and 210-279-1697 good 2024 |

TAX STATUS: 2021, 2022 AND 2023 TAX LIENS

- | | | |
|----|---|--|
| 15 | Stephen Fitzgerald Bush
408 Pennington Cir
Mobile AL 36606-4704 | 2021 and 2022 tax liens per Revenue Commission website. LexisNexis address good 2/2024 – Phone numbers are 251-458-6306, 251-303-6843 and 251-321-3258 good 2024 |
| 16 | Catherine Sylvester
1313 Schillinger Rd S Apt 1119
Mobile AL 36695-8988 | 2023 tax lien per Revenue Commission website – LexisNexis address good 4/2024 – Phone numbers are 310-922-4898 and 916-813-4069 good 2024 |

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

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 **2306 Dog River Drive N** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2306 Dog River Drive N** described as:

LOT 24 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel Number: 32 04 34 0 003 030

Last Assessed to: WARD WILLIAM J

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

October 21, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

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

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 29, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2306 DOG RIVER DRIVE N**, OWNED BY OR MAY HAVE AN INTEREST: **WARD WILLIAM J**, 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: 32 04 34 0 003 030

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2306 Dog River Drive N

FLOOD ZONE

Property Details

Parcel Key	1675556	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	09-04-24	Comments	

Property Score

Score	76	Score Description	Blight Review
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10/21/24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 09/04/2024

Property Address: 2306 Dog River Drive N

District No: 4

- ☒ 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 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 and debris.

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



William James & Sylvia Ward
14670 Highway 84
Evergreen, Alabama 36401-6402

September 4, 2024

RE: 2306 Dog River Drive N
Project Number: ME-219-19

Dear William James & Sylvia Ward:

On August 30, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2306 Dog River Drive N.

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

LOT 24 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 34 T5S R1W #MP32 04 34 0 003

Parcel Number: 32 04 34 0 003 030

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

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 **October 19, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **October 19, 2024**, provide the Code Official with a work plan to accomplish the repairs by **October 19, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **October 19, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **October 29, 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,

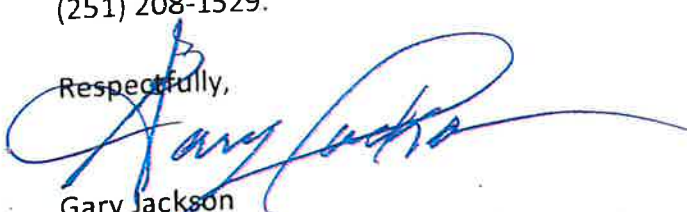
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- 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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,


Gary Jackson

Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

2306 DOG RIVER DRIVE N

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

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NUISANCE ABATEMENT

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Affidavit of Mailed Notice



Date: October 29, 2024

State of Alabama
County of Mobile

Subject Property – 2306 Dog River Drive N

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in black ink that reads 'Gary Jackson'.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2306 Dog River Drive N 2nd Update

Dates: Initial report 1/13/2020

1st Update 7/30/2020

2nd Update 8/21/2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 16, 2024

Per the Title Report, the owner is: Fee simple is vested in William James Ward

Notes: The title report shows there is a mortgage assignment to US Bank National Association as trustee for Mastr Alternative Loan Trust 2004-11. I spoke to an agent at AFC Mortgage at 251-666-8998 on 8/21/2024. She advised they do not handle mortgages, but they are brokers. I looked up the company US Bank National Association as trustee for Mastr Alternative Loan Trust 2004-11 and accompanying address listed on the assignment. It is permanently closed. I checked on the website for www.mers-serviceid.org and entered the Mers number on the assignment of mortgage and it indicated the loan was inactive (Wells Fargo). I contacted CoreLogic's (property tax payer) residential tax service phone number at 1-800-225-4707 on 8/21/2024. I was advised they pay the mortgage because they are a tax service, and the mortgage company is now ShellPoint Mortgage. I received the current address for ShellPoint Mortgage and also the CoreLogic address from the agent (Anthony). I contacted Shellpoint Mortgage at 1-800-365-7107 8/21/2024. They were unable to give me information. I did verify that William and Sylvia Ward do have a loan through the automated service using the social security number from LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 William James Ward
Sylvia Ward
2306 Dog River Dr N
Mobile AL 36605-2608

Subject property/location address – Owner and wife (wife is added on the mortgage but not the deed) Phone numbers are 251-751-3322, 251-316-5267 good 2024

2 William James Ward
Sylvia Ward
14670 Highway 84
Evergreen AL 36401-6402

Revenue Commission mailing address good 2023 – 2025 per website. LexisNexis address good 2/2024

- | | | |
|---|--|--|
| 3 | William James Ward
Sylvia Ward
PO Box 109
Evergreen AL 36401-0109 | LexisNexis address good 8/2022 |
| 4 | William James Ward
Sylvia Ward
2608 Walton Ave
Mobile AL 36606-2317 | LexisNexis address good 4/2024
Revenue Commission mailing address good 2017 -
2022 |

TAX STATUS: 2023 TAXES PAID CURRENT
Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs William J Ward, filed on 12/16/2008, group # 1363, recorded 2/26/2009, BK 6498 PG 434.

Open Mortgages

- | | | |
|---|---|--|
| 5 | Shellpoint Mortgage Servicing
PO Box 10826
Greenville SC 29603-0826 | Mortgage company per CoreLogic for William Ward
at subject address –
Phone number – 1-800-365-7107 |
| 6 | CoreLogic
3001 Hackberry Rd
Irving TX 75063 | Tax service that paid property taxes per the
Revenue Commission website from 2019 – 2023
Phone number – 1-800-225-4707 |

Lis Pendens

Lis Pendens – City of Mobile vs William J. Ward, filed 9/12/2019, recorded 9/30/2019, instrument number 2019057622

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Victoria McGuire (August 2024) (Employee # 20586)
City Clerk's Office

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-LeeAnn Chendo

REVIEWERS:

Dawn Seese

Lana Gauthier

October 1, 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **September 2024 – LeeAnn Chendo (Employee #13330) Administrative Services
Revenue Department – Field License Investigator**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP MFRD Fire Station No. 19 – New Station

CAPITAL PROJECT #: C0915 (20002000-42200)

CONTRACT AMOUNT: \$187,439.40 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-032-24

PROJECT DESCRIPTION: To provide Professional Architectural and Engineering Design Services and Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.19.

VENDOR NAME: Forrest Daniell & Associates, P.C.

VENDOR NUMBER: 299174

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 10/16/2024

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: Forrest Daniell & Associates, P.C.

Project Name: CIP MFRD Fire Station No. 19 – New Station

Project Number: FD-032-24

Amount: \$187,439.40

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP MFRD Fire Station No. 19 – New Station

CAPITAL PROJECT #: C0915 (20002000-42200)

CONTRACT AMOUNT: \$187,439.40 DATE OF RECEIPT: _____

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VENDOR NUMBER: 299174

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 10/16/2024



10.08.2024

Dear Council Members:

Attached to this memo is an agreement between the FORREST DANIELL & ASSOCIATES, PC and the City of Mobile, for the project titled "Fire Station #19 (McCosker) - New Station" in the amount of \$187,439.40.

The existing Mobile Fire Station No. 19 (built-1957) has exceeded its usable lifespan and has an extensive backlog of mechanical issues that need to be addressed. The 66-year-old building no longer serves the needs of the Mobile Fire-Rescue Department, and so, this project is to design a new Fire Station No. 19.

We look forward to continued communication on this important project. Please call me at (251) 208-7637 or email me at david.cordingly@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Cordingly, David

CIP Project Manager
Architectural Engineering
(251) 208-7637

Information on this project is follows:

Commitment Type:	Architectural
Department:	Architectural Engineering
Fiscal Year:	2024
District:	



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
(In words, indicate day, month and year.)

in the year _____

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
Contact: David M. Cordingly

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

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526
Contact: Jeff Jordan

City of Mobile Business License No.: 51072
City of Mobile Vendor No.: 299174
Secretary of State Registration No.: 000-231-624

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

MFRD FIRE STATION NO. 19 – NEW STATION
1301 Azalea Road
Mobile, Alabama 36693

City of Mobile Project No.: FD-032-24
Scope: To provide Professional Architectural and Engineering Design Services and
Construction Administration for the new Mobile Fire-Rescue Department Fire Station No.
19.

The Owner and Architect 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.

Init.

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User Notes:

(1112687689)

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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., Article 2 – Architect's Responsibilities, and in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in in Exhibit A – Consultant's Proposal for Architectural Services for: MFRD Fire Station No. 19, dated August 30, 2024, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new MFRD Fire Station No. 19 will be 4-bay station approximately 12,000 gross square feet in size and will replace the existing Fire Station No. 19 (built 1957) located at 1275 Azalea Road, Mobile, AL. The new station will help maintain the MFRD's high quality of service and their current ISO Class 1 Rating to promote safety for the people of the City of Mobile. The station will include staff offices, bunkrooms, toilets and showers, kitchen, day room, workout room, laundry rooms, radio room, tool room, storage rooms, and four engine bays to accommodate various large firefighting apparatus.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new MFRD Fire Station No. 19 is Three Million, Two Hundred Forty-Nine Thousand, Eight Hundred, and 00/100 (3,249,800.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 weeks
Design Development (60%) – 4 weeks
Construction Documents (90%) – 5 weeks
Final Bid Documents (100%) – 2 weeks

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed
Anticipate construction commencement date: May 1, 2025

.3 Substantial Completion date or dates:

Within Twelve (12) months from the Notice to Proceed.
(Paragraph deleted)
Anticipate substantial completion date: May 1, 2026

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-182

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined

Init.

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User Notes:

(1112687689)

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609

.2 Construction Material Testing:

To Be Determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To Be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jeff Jordan, Vice-President
Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
jjordan@fdaniell.com
(251) 625-6490

§ 1.1.11 The Architect shall retain the Consultants identified in Sections 1.1.11.1 and as described in the Architect's Fee Proposal, Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineering:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36757
Phone: (251) 649-4011

.2 Structural Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

.3 Mechanical, Electrical, and Plumbing Engineer:

Gulf States Engineering, Inc. (GSE)
600 Azalea Road
Mobile, Alabama 36609
Phone: (251) 460-4646

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents.
- .2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.
- .3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work

observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Owner, Architect to the extent described herein
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner, Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
(Paragraph deleted)
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 26 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.
- .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.2 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a Subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.3 Standard of Performance:

Init.

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User Notes:

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CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

(Paragraphs deleted)

§ 8.1.4 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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

Init.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

A. Basic Services:	\$ 180,439.40
B. Geotechnical Testing: (not to exceed)	\$ 5,000.00
C. Printing Reimbursable Expenses: (not to exceed)	\$ 2,000.00
D. Total Contract Amount: (not to exceed)	\$ 187,439.40
- .2 Percentage Basis
(Insert percentage value)

N/A
- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A; All services designated in Section 4.1.1 as by Architect are included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Section 11.2 and 11.3

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (10 %)
Design Development Phase	fifteen	percent (15 %)
Construction Documents Phase	fifty	percent (50 %)

Init.

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Bidding & Negotiation	five	percent (5 %)
Construction Administration	twenty	percent (20 %)
Total Basic Compensation	one hundred	percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As provided in Exhibit A – Proposal for Architectural Services for: MFRD Fire Station No. 19 dated August 30, 2024, respectively

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing and Shipping Fees

.2

(Paragraphs deleted)

Geotechnical Testing

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 N/A

§ 11.10.1.2 N/A

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
 - a. Exhibit A – Proposal for Architectural Services, dated August 30, 2024
 - b. Consultant's Alabama Secretary of State Entity Documentation
 - c. Consultant's E-Verify Documentation
 - d. Consultant's Subcontracting Plan for Disadvantaged Business Enterprises
 - e. Consultant's Certificate of Insurance with Endorsements
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the

City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

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

ARTICLE 18

§ 18.1 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

City of Mobile

Legal Name of Party to Contract-Consultant:

Forrest Daniell & Associates, P.C.

OWNER (Signature)

ARCHITECT (Signature)

William S. Stimpson, Mayor

(Printed name and title)

Jeff Jordan, Vice-President

(Printed name, title, and license number, if required)

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 Jeffrey Arnold Jordan as vice president of Forrest Daniell & Associates, P.C. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.

Sworn to and subscribed for me this 7 day of October, 2024.

NOTARY PUBLIC

My Commission Expires:

03-05-2028

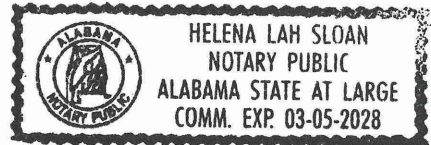


EXHIBIT A



Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526
(251) 625-6490 | (251) 625-6494 fax

August 30, 2024

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
Ph: 251-208-7637
Email: david.cordingly@cityofmobile.org

Re: Professional Services Proposal for new 4 truck bay MFRD Fire Station No. 19

We appreciate the opportunity to submit the following proposal to provide architectural and engineering services for a new MFRD Fire Station No. 19 for the City of Mobile. A preliminary diagrammatic plan for the fire station has been provided by FD&A. The preliminary layout of the building has resulted in the following design square footages. A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Heated and cooled area:	4,612 sf	\$400 psf	\$1,844,800
Engine Bay:	5,025 sf	\$200 psf	\$1,005,000
Total Building (128.5'x75'):	9,637 sf		\$2,849,800
Sitework:			\$ 400,000
Total:			\$3,249,800

Note: The areas above are based on the preliminary layout; areas may be adjusted slightly larger while adding gross building features. Fees will not change based on these increases. Our proposed fee for Basic Services based on the scope outlined above, and inclusion of the 15 percent required DBE participation, includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore will be based on $\$3,249,800 \times 5.5\% = \$180,439.40$. The A/E Fee will be billed as follows:

Schematic Design	10%	\$18,043.94
Design Development	15%	\$27,065.91
Construction Documents	50%	\$90,219.70
Bidding & Negotiation	5%	\$ 9,021.97
Construction Administration	20%	\$36,087.88

AE Basic Services Total \$180,439.40

Project Scope: The project will include a new 4 engine bay fire station, with associated support space plus dorm type living space. The construction type will be Type IIB, sprinklered. The building will utilize a concrete slab on grade foundation, with a metal building structure. The exterior wall sheathing will be brick veneer with ties back to metal wall panels. The roof will be standing seam metal by the metal building supplier.

Forrest Daniell & Associates, P.C. shall provide the following basic service(s):

1. Preliminary Design
2. Design Development
3. Construction Documents
4. Permit Approval
5. Bidding and Negotiation (with preapproval of bidding contractors if the client sees fit)
6. Construction Administration

We offer these services, and the services of our consultants based on the following fee schedule:

- Architectural and Interiors Forrest Daniell & Associates, PC
- Civil Engineering Driven Engineering, Inc.
- Structural Engineering Gulf States Engineering, Inc.
- MEP Engineering Gulf States Engineering, Inc.

Basic Services \$180,439.40

- Site/Civil Design
- ADEM Permit and CBMPP Plan
- BMP Inspections
- As-built Civil Plans
- Geotechnical Engineering
- Landscaping per COM ordinances
- Structural Engineering for Foundation and Metal Building Specification
- Architecture and Interior Design
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

Geotechnical testing is an included service to be added to the basic fees as a reimbursable expense (Estimate): \$ 5,000

Printing and Shipping Fees are included to be added to the basic fees as a Reimbursable expense: \$ 2,000

Additional Services:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant.

- Survey
- Permit or Plan Review Fees
- Environmental Phase I and Phase II
- Construction Staking
- Building Commissioning
- Construction Testing
- Special Inspections

Hourly Rates:

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule will apply during the duration of this project.

Principal:	\$110/ hour
Senior Architect:	\$ 90 / hour
CADD Technical:	\$ 75 / hour
Interiors Personell:	\$ 75 / hour
Lead Consulting Engineers:	\$110 / hour

Supplemental and/or reimbursable expenses:

The following are project related expenses that accrue during the course of the design and construction phases of the project:

- Permit or Plan Review Fees
- 3d Rendering Services
- Additional Site Visits per person Per Hourly Rate, 26 site visits included in basic fees

Design and construction schedule:

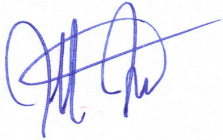
FD&A is capable of beginning work on this project immediately. The following is a generic schedule for the work:

Schematic Design	4 weeks (dependent on feedback from user)
Design Development	4 weeks
Construction Documents	5 weeks
Preapproval of Bidding Contractors, if required	2 weeks
Advertisement - Bidding and Negotiation	3 weeks
Construction Administration	12 Months (depends on construction duration; 12 months is expected)

We appreciate the opportunity to submit for this work, and greatly look forward to a working relationship with the City of Mobile and the local Fire Department.

Please review at your convenience and feel free to call with any comments you may have.

Sincerely,



Jeff Jordan
Forrest Daniell & Associates, P.C.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archinque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	Forrest Daniell & Associates, P.C.
Address	8007 American Way Daphne, AL 36526
Telephone	(251) 625-6490
E-Mail	jjordan@fdaniell.com

RFP/RFQ Solicitation Number	FD-032-24
Project Description	New Fire Station No. 19
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 4 Female 1 Minority 1 Non-minority 4 Vets 0
Total #of Employees	5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Jordan

Signature:  Date: 9/30/24

Title: Vice-President

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

Name: Jeff Jordan Title: Vice-President

E-mail: Phone: jjordan@fdaniell.com 251-422-5833



Subcontracting and Major Supplier Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid #	FD-032-24	Your Bid/Proposal Amount \$	180,439.40
		Date:	9 / 30 / 24

Description New Fire Station No. 19

Name of Bidder/Proposer: Forrest Daniell & Associates, P.C.

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: Forrest Daniell & Associates, P.C.

Contact Person: Jeff Jordan Phone (251) 625-6490 Email jjordan@fdaniell.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR: Forrest Daniell & Assocaites, PC		Certified DBE:		YES	NO X	Contract Start Date: TO BE DETERMINED
DESCRIPTION: New Facility and Associated Site Work for Fire Station #19				Estimated Completion Date: TO BE DETERMINED		
This report is for the month of:		JAN	APR	JULY	OCT	FINAL _____
(CHECK ONE):		FEB	MAY	AUG	NOV	
		MARCH	JUNE	SEPT	DEC	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)
\$ 180,439.40	\$ 0	\$ 180,439.40		\$ 0		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.						
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)
Driven Engineering, Inc.	Civil/Site Work Design	\$ 40,200 (22.28% of total)	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
TOTALS		\$	\$	\$		

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Jeff Jordan, Architect



SIGNATURE: _____ Vice President

9 / 30 / 24
(Date)

(Title)

DBE Utilization Report



Forrest Daniell & Associates, P.C.	
Entity ID Number	000-231-624
Entity Type	Domestic Professional Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/22/2003
Registered Agent Name	DANIELL, DAVID FORREST
Registered Office Street Address	8510 GAYLA CT MOBILE, AL 36695
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE PRACTICE
Capital Authorized	\$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	DANIELL, DAVID FORREST
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/22/2003 Certificate of Formation 5 pgs.

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



Company ID Number: 2471448

Approved by:

Employer Forrest Daniell & Associates, PC	
Name (Please Type or Print) David F Daniell	Title
Signature Electronically Signed	Date 06/19/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/19/2024



Company ID Number: 2471448

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Forrest Daniell & Associates, PC
Company Facility Address	8007 American Way Daphne, AL 36526
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	200309784
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name David F Daniell
Phone Number 2514228139
Fax
Email forrest@fdaniell.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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 Higginbotham Insurance Agency, Inc. P.O. Box 160927 2514734600 AL 36606	CONTACT NAME: Jackie Van Devender PHONE (A/C, No, Ext): 2514734600 E-MAIL ADDRESS: jvandevender@higginbotham.net FAX (A/C, No): 251-450-0032
License#: 2081754 FORRDAN-01	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Kinsale Insurance Company INSURER C: Alabama Retail Comp INSURER D: Safety National Casualty Corporation INSURER E: INSURER F:
INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526	NAIC # 20443 38920 0 15105

COVERAGES**CERTIFICATE NUMBER:** 1693695385**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:	Y	Y	4024546685	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	4024546685	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	4024546959	3/11/2024	3/11/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C D	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 ☐	Y N / A	4010768 PRE4004287	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Professional Liability			0100311319-0	7/2/2024	7/2/2025	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Coverage for Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Forrest Daniell & Associates, P.C. 8007 American Way Daphne AL 36526
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

Umbrella is follow form.

Project Name: MFRD Fire Station No. 19 - New Station; Project# FD-032-24

City of Mobile is included as additional insured with respect to general liability, automobile liability and umbrella liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to general liability, automobile liability, umbrella liability and workers compensation and employer's liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Elaine Drive, Forest Glen Drive, and Anderson Drive

Amount of Contract:

\$225,000.00

Funding Source

General fund. 1004.2086F.42070

ATTACHMENTS:

1. Agenda Package 2024-2086-202ElaineForestGlenAnderson Ditches

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Public Services
Department

Dexter Johnson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Elaine Drive, Forest Glen Drive, and Anderson Drive in approximate amount \$225,000.00.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx \$225,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070

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 2024-2086-202

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

How many bidders submitted bids (if applicable): 1

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

Bid was not responsive. City negotiated terms IAW AL Code 39-2-6(b).

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services on Elaine Drive, Forest Glen Drive, and Anderson Drive, in an amount of approximately \$225,000.00, 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.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING (ELAINE DR., FOREST
GLEN DR. E. & ANDERSON DR.)**

PROJECT No. 2024-2086-202

BID DATE – SEPTEMBER 18, 2024

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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, SEPTEMBER 18, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-2086-202
Project:	STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)
Project Description:	Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works** offices at **770 Gayle Street**, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* A single individual cannot represent more than one contracting company.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on September 16, 2024.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of Mobile Project No. **2024-2086-202**, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. **Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document
- Completed Proposal sheet(s)
- Bid Bond/Check
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages)
- Completed Accounting of Sales Tax Form
- Completed Affidavit of Vendor/Contractor E-Verify Form
- Contractor's Insurance Certificate
- All issued Addendums

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of Mobile Project No. **2024-2086-202**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the City's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special

provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The PS REPRESENTATIVE may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the PS REPRESENTATIVE definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the PS Representative. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the PS Representative will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the PS Representative may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10-1-2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)

Project No: 2024-2086-202

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on September 16, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: 3712 Elaine Drive: This ditch begins at the southeast corner of 3712 Elaine Drive. It runs approximately 340 ft northeasterly. Maintenance will stop at the point where the ditch turns east.

Number of working days to complete Location 1 15

See ATTACHMENT A for Location Map

LUMP SUM PRICE FOR LOCATION 1:\$ 9,999.00

LOCATION 2

Ditch Location Description & Scope: Forest Glen Drive East to East of Anderson Drive: This location includes a series of ditches. The ditch on the western side of the area begins just south of the intersection of Tulane Drive with Applewood Court. It runs southeasterly approximately 1,250 ft where it intersects multiple additional ditches. These ditches begin near Forest Glen Drive East, 1112 Forest Dell Road, and Stevens Lane. On the eastern side of the project location, there are three ditches that run southerly from 4305 Benson Drive and 1106 Carre Drive West toward Three Mile Creek.

Number of working days to complete Location 2 60

See ATTACHMENT A for Location Map

LUMP SUM PRICE FOR LOCATION 2:\$ 215,000.00

Total Bid

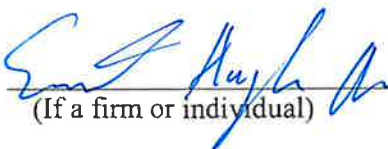
Lump Sum Price for Location 1: \$ 9,999.00

Lump Sum Price for Location 2: \$ 215,000.00

Total (Sum of All Location Lump Sum Amounts Listed Above) \$ 224,999.00

Total Written in words: Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars & 0 Cents

Total Number of working days to complete Contract 75

Signature of Bidder 
(If a firm or individual)

Address of Bidder 203 N. Florida St., Mobile AL 36607

By Hughes 360 Services, LLC

Signature of Bidder _____
(If a Corporation)

By _____	Business Address _____
President	

Print	Business Address _____

Secretary	

Print	Business Address _____

Treasurer	

Print	

(Corporate Seal)

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

ATTEST: _____
Secretary

GC License # 59861
000-395-591
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC

(Name of Contractor)

203 N Florida St, Mobile, AL 36607

(Address)

as Principal, and Atlantic Specialty Insurance Company

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Oblige, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**, City of **Mobile Project No. 2024-2086-202**,

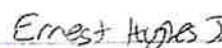
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered



(Date) September 13, 2024

Hughes 360 Services LLC

 (Contracting

Witness as to Principal By



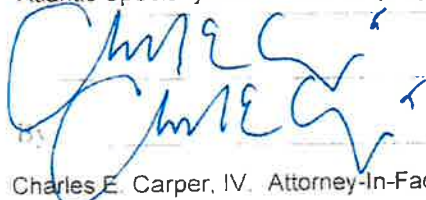
(SEAL)

Atlantic Specialty Insurance Company

(Name of Surety)

COUNTERSIGNED

Alabama Resident Agent


Charles E. Carper, IV, Attorney-In-Fact



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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

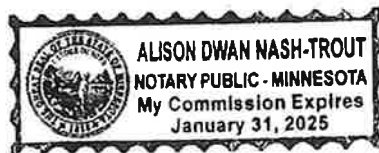
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of September, 2024



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC
as Principal and Atlantic Specialty Insurance Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Two Hundred Twenty Four Thousand Nine Hundred Ninety Nine & 00/100 Dollars (\$224,999.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for Storm Drainage Ditch Cleaning Elaine Drive et al; Project No. 2024-2086-202 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 10th day of October
2024.

In the presence of:

Monica Hughes
Monica Hughes

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
Ernest Hughes Jr. (SEAL)
Ernest Hughes Sr. (Print)

(SEAL)

(Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:
Ernest Hughes Sr.
(Signature)
Ernest Hughes Sr. (Print)
ITS: owner

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Hannah Hughes
(Signature)
Hannah Hughes (Print)
ITS: _____

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

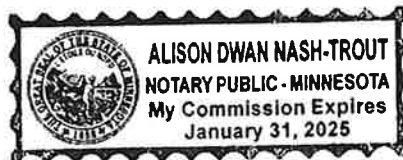
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company; 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two Hundred Twenty Four Thousand, Nine Hundred Ninety Nine & 00/100s

dollars (\$ 224,999.00),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____,

20, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning; Elaine Drive et al; Project No. 2024-2086-202 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 10th day of October
2021.

In the presence of:

Monica Hughes
Monica Hughes

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
____ (SEAL)
____ (Print)
____ (SEAL)
____ (Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:

(Signature)

(Print)
ITS: _____
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Hannah Hughes
(Signature)
Hannah Hughes
(Print)

ITS: _____
(Title)

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

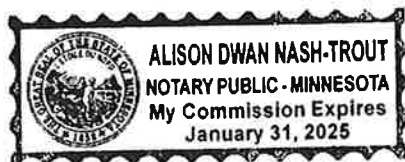
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: 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.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City of Mobile reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City of Mobile, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful Bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the Bidder documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. Omit
 12. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work.

13. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
15. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

16. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various location lump sum prices (no direct payment).
17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
19. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all

utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of the project (no direct payment).

20. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be a subsidiary obligation of the project. All construction entrances to the site(s) of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the City or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
21. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
25. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

37. The Contractor shall provide, install and maintain all temporary erosion control measures. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The City shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
38. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
39. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Hughes 360 Services, LLC, party of the second part.

WHEREAS, this project was advertised for open bidding under Alabama Code, Title 39, with only one bid received, which bid was deemed non-responsive for failure to comply with bid requirements (with more than minor irregularities); and

WHEREAS, pursuant to Alabama Code 39-2-6(b), the City has negotiated an informal bid with the party of the second part to enter into this contract under the terms of its initial bid except for the total bid amount being one dollar less; now therefore

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)

Project No: 2024-2086-202

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-202**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 224,999.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" or "COM" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY OF MOBILE in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the PS REPRESENTATIVE, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as

obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.

- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(28) 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.

E-BUILDER:

(29) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____
CITY CLERK
_____(Print)

CITY OF MOBILE

BY: _____
ITS MAYOR
_____(Print)

WITNESSES:

Ernest Hughes Sr.
Ernest Hughes Sr. (Print)

CONTRACTOR:

Ernest Hughes Jr.
AN INDIVIDUAL
Ernest Hughes Jr. (Print)

CONTRACTOR: (IF CORPORATION)
_____(Print)

BY: _____
ITS PRESIDENT
_____(Print)

ATTEST:

ITS SECRETARY
_____(Print)

DATE

Corporate Seal



STATE OF ALABAMA }

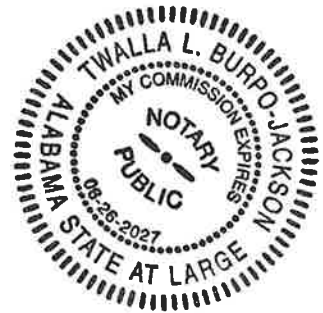
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes, Jr., whose name is signed to the foregoing instrument in the capacity of owner of Hughes 360 Services, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 11th day of October, 20 24.

Twalla L. Burpo Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

2. **ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:**

No partial payment shall be made.

4. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

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

740 A.2

Materials

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

740 A.3

Basis of Payment

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

ITEM XI
PROJECT SCOPE

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

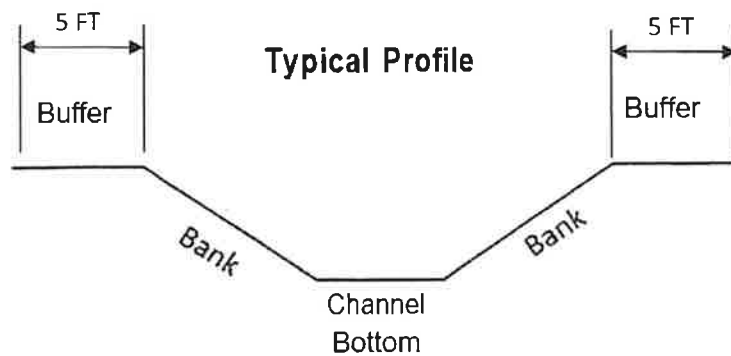
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Proposal is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note. The below examples do not represent all conditions.

Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments



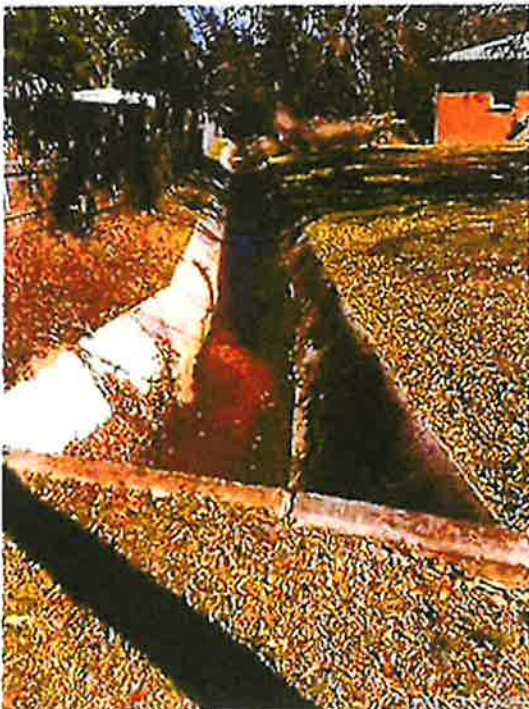
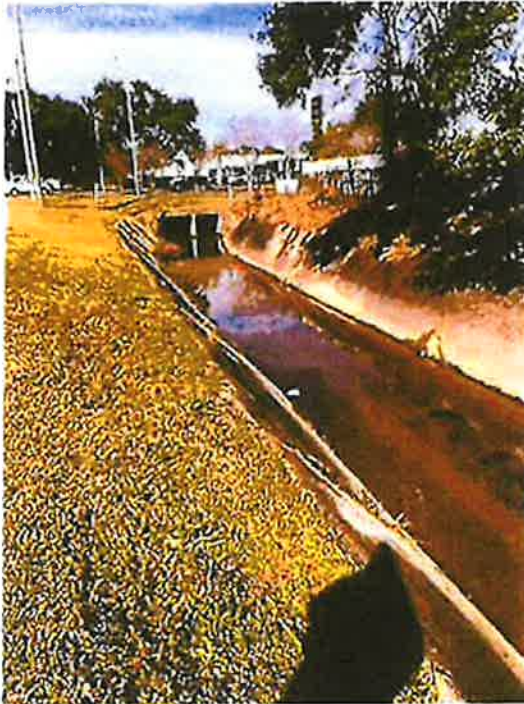
Slope and Bank Obstructions



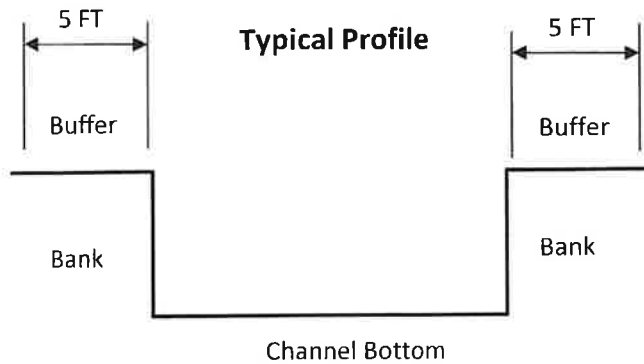
Trapezoidal Concrete Ditch Maintenance Standards

(Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.

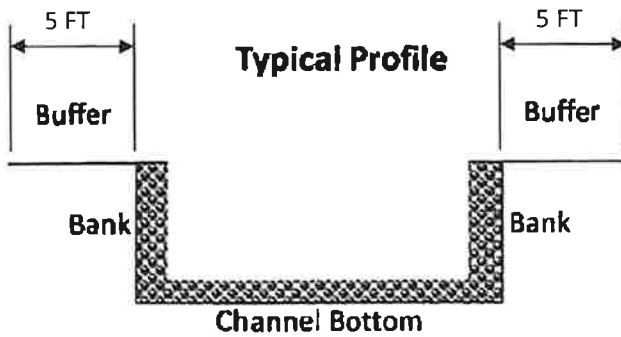


BEFORE



AFTER

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

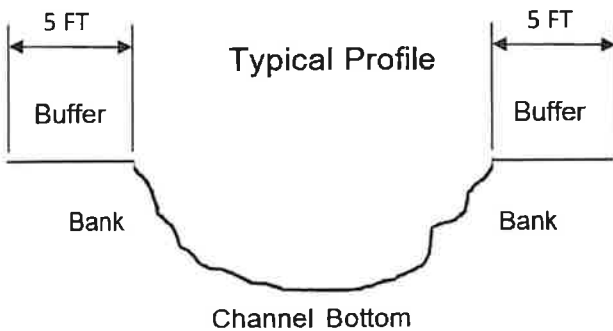
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

*Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.*



BEFORE



AFTER

Earthen Ditch Examples (continued)

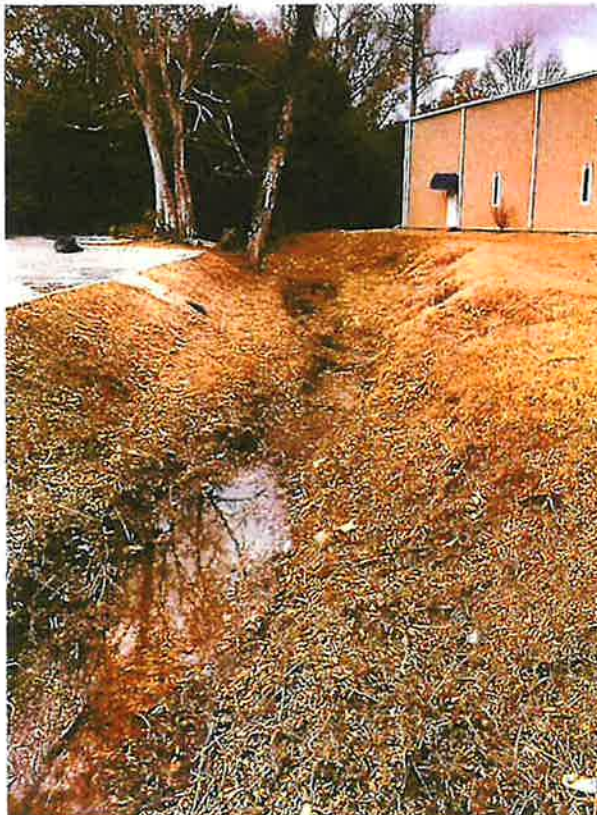
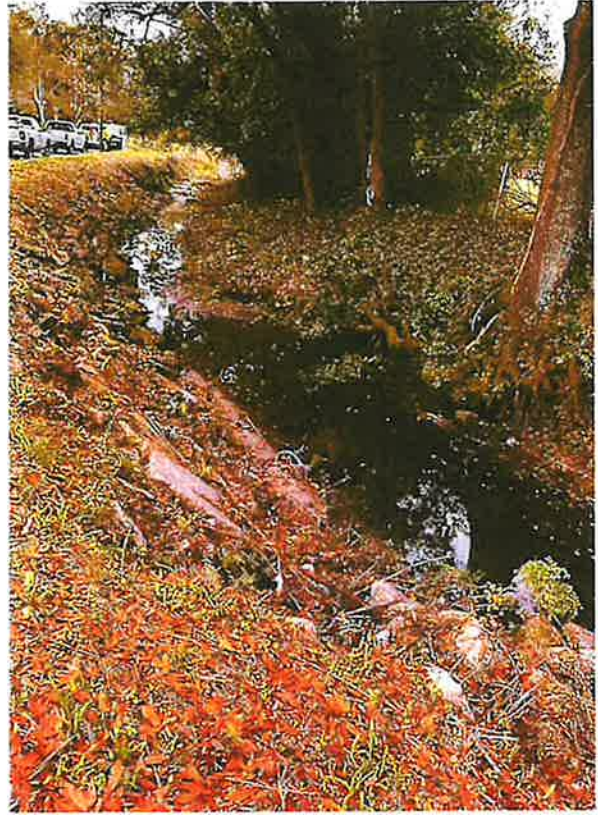


BEFORE

AFTER



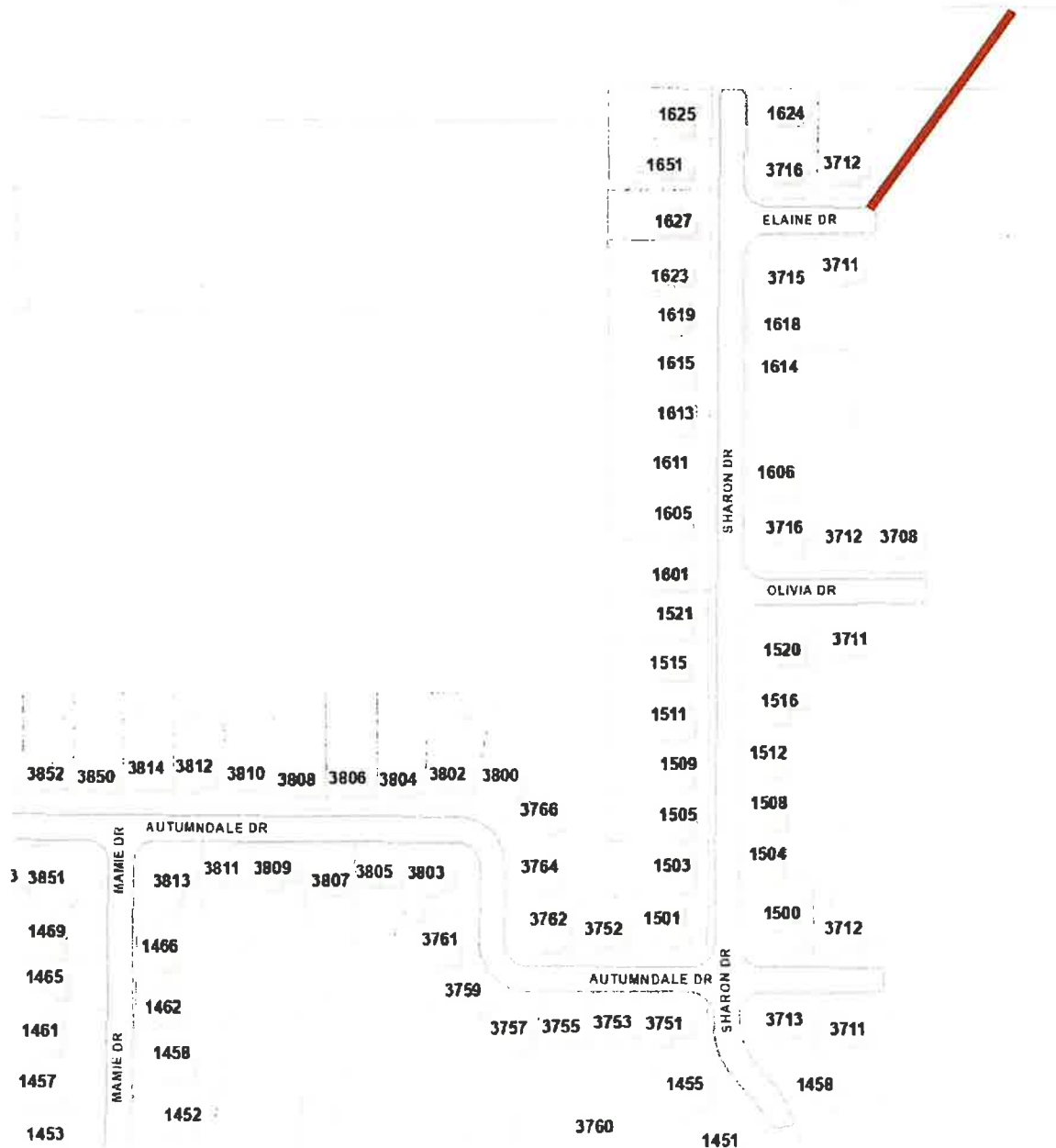
Earthen Ditch Expected Condition After Maintenance Examples:



ATTACHMENT “A”
LOCATION MAPS & SCOPE

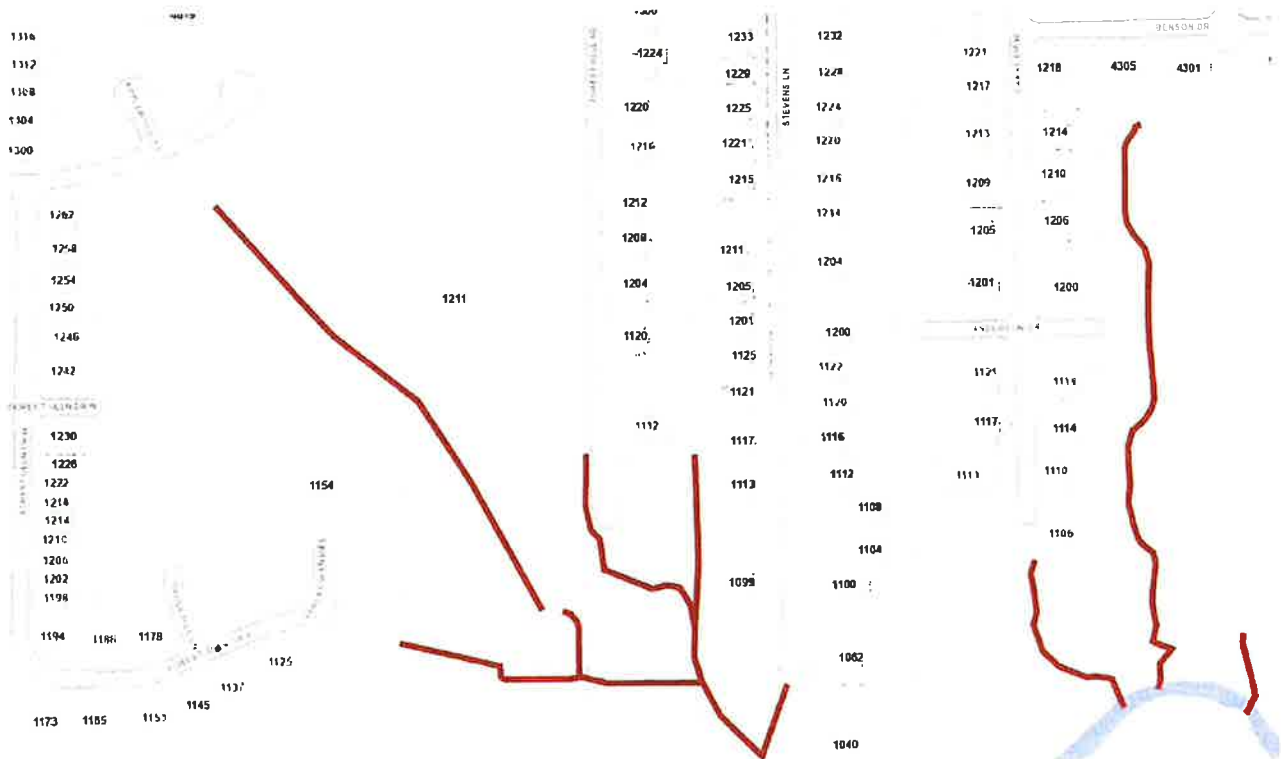
DITCH LOCATION 1

Ditch Location Description & Scope: 3712 Elaine Drive: This ditch begins at the southeast corner of 3712 Elaine Drive. It runs approximately 340 ft northeasterly. Maintenance will stop at the point where the ditch turns east. (See Red Line in map below.)



DITCH LOCATION 2

Ditch Location Description & Scope: Forest Glen Drive East to East of Anderson Drive:
This location includes a series of ditches. The ditch on the western side of the area begins just south of the intersection of Tulane Drive with Applewood Court. It runs southeasterly approximately 1,250 ft where it intersects multiple additional ditches. These ditches begin near Forest Glen Drive East, 1112 Forest Dell Road, and Stevens Lane. On the eastern side of the project location, there are three ditches that run southerly from 4305 Benson Drive and 1106 Carre Drive West toward Three Mile Creek. (See Red Lines in map below.)



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATE

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 NAME	
	PHONE (A/C, No. Ext.)	FAX (A/C, No.)
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	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.

INSUR LTR	TYPE OF INSURANCE	AUTO SUB INSD	WAO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT \$PLS PER ☐ POLICY ☐ PROJ ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP CP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 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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ACORD 25 (2016/03)

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archaque.Kidd@cityofmobile.org
251.208.7667
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFP/RFQ Solicitation Number	Project No. 2024-2086-202
Project Description	Storm Drainage Ditch Cleaning (Elaine Dr., Forest Glen Dr.E. & Anderson Dr.)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 24 Female 2 Minority 24 Non-minority 1 SDVO _____
Total # of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr
Signature: *Ernest Hughes Jr* Date: 9/17/2024
Title: Owner

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: Ernest Hughes Jr Title: Owner
Email: ernestjr@hughes360services.com Phone: 251-510-3772
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieque.kidd@va.nmimodine.org
251.208.7967

205 Government Street, 5th Floor

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

Please Print Company Hughes 360 Services, LLC. Your Bid/Proposal Amount \$ 2,224,999. 60

Date:

9 / 17 / 2024 Description Storm Drainage Ditch Cleaning (Elaine Dr., Forest Glen Dr. E. & Anderson Dr.)

Name of Bidder/Proposer: Hughes 360 Services, LLC.

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

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes Jr

Phone 251-510-3772

Email ernestjr@hughes360services.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.



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.

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archuniqua.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN	APR	JULY	OCT	FINAL _____	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$		\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-2086-202
**STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. &
ANDERSON DR.)**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS**

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-2086-202
STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN
DR. E. & ANDERSON DR.)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR:

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____. By: _____

Notary Public: _____

Title: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by CITY OF MOBILE a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

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

ATTACHMENT “E”

E-VERIFY AFFIDAVIT, E-VERIFY DOCUMENTATION, & SECRETARY OF STATE REGISTRATION DOCUMENTATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Hughes 360 Services, LLC

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 Hughes 360 Services, LLC 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 Hughes 360 Services, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 952551

Ernest Hughes, Jr.
CEO of Hughes 360 Services, LLC

Sworn to and subscribed before me this the 18th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twalla L. Burpo-Jackson
Signature and Seal of Notary Public





Company ID Number: 952551



Approved by:

E-Verify Employer Agent Employer Hughes 360 Services, LLC.	
Name (Please Type or Print) Ernest A Hughes	Title
Signature Electronically Signed	Date 03/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2016



Company ID Number: 952551



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

BID LIMIT
U
UNLIMITED
AMOUNT

LICENSE NO.: 59861
TYPE: NEW



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025** when this Certificate expires

Witness our hands and seal of the Board, dated Montgomery, Ala.

209325

19th day of **August, 2024**

SECRETARY

CHAIRMAN

Michael B. Ten

John A. Cook

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W**

MOBILE AL 36618

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 05-01437

Issuance Date: May 30, 2024

Annual Affidavit Due Date: May 30, 2025

John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2024

Annual Affidavit Due Date: April 17, 2025


John R. Cooper, Transportation Director



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Display Document Codes	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

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

ATTACHMENT “F”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 9/17/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING (ELAINE DR., FOREST GLEN DR. E. & ANDERSON DR.)**

Project Number: **2024-2086-202**

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

ALL PROJECT WORK:

\$ 2,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder Hughes 360 Services, LLC.

Mailing

Address 203 N Florida Street Mobile, AL 36607

*By (Legal Signature)

Ernest Hughes Jr.

*Name (type or print) Ernest Hughes Jr

*Title Owner

Telephone Number 251-510-3772





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Wilkins Road to I-65 Service Road

Amount of Contract:

\$250,000.00

Funding Source

General fund. 10042086F 42070

ATTACHMENTS:

1. Agenda Package 2024-2086-204DitcesWilkins

REVIEWERS:

Donald Rose
Richard Moore
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 October 2024
Date

Item No. _____

Submitted by: Public Services
Department

Dexter Johnson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Storm Drainage Ditch Cleaning

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC to clean storm drainage ditches at Wilkins Road to I-65
Service Road in approximate amount \$250,000.00.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: Approx \$250,000.00

FUNDING SOURCE:

Budget Item: 10042086F 42070

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 2024-2086-204

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

How many bidders submitted bids (if applicable): 1

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

Bid was not responsive. City negotiated terms IAW AL Code 39-2-6(b).

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Hughes 360 Services, LLC, to provide storm drainage ditch cleaning services on Wilkins Road to I-65 Service Road, in an amount of approximately \$250,000.00, 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.

Adopted:

City Clerk



**STORM DRAINAGE DITCH
CLEANING (WILKINS RD TO
I-65 SERVICE ROAD)**

PROJECT No. 2024-2086-204

BID DATE – SEPTEMBER 18, 2024

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Contractor's Insurance Certification.....	Attachment B
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Certifications, Affidavits, & Project Closeout.....	Attachment D
E-Verify Affidavit, E-Verify Documentation, & Secretary of State Registration.....	Attachment E
Tax Exemption.....	Attachment F

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, SEPTEMBER 18, 2024 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2024-2086-204
Project: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)
Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Plans and contract documents may be inspected and obtained from Dexter Johnson, City of Mobile **Public Works offices at 770 Gayle Street**, Mobile, Alabama 36604 **upon appointment only. Call 251-208-2722 to schedule an appointment.** A payment of Twenty-Five dollars (\$25.00) is required. This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

A Mandatory Pre-Bid Conference will be held at the Public Works offices at 1900 Hurtel Street, Mobile, Alabama, second floor meeting room on September 11, 2024 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference and must attend the entire meeting. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.* A single individual cannot represent more than one contracting company.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on September 16, 2024.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless **all** papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**, City of Mobile Project No. **2024-2086-204**, in the City of Mobile, Alabama".

ITEM II **INSTRUCTIONS TO BIDDERS**

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. **Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. Each bidder must investigate each site in order to satisfy themselves on the amount and types of work to be done.** All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. The following items must be submitted in the bid package:

- The entire contract document
- Completed Proposal sheet(s)
- Bid Bond/Check
- A City of Mobile Subcontracting & Major Supplier Plan (5 pages)
- Completed Accounting of Sales Tax Form
- Completed Affidavit of Vendor/Contractor E-Verify Form
- Contractor's Insurance Certificate
- All issued Addendums

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the

advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**, City of Mobile Project No. **2024-2086-204**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess one of the following license classifications per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

- **Highways & Streets (HS) Major Classification**
- **HS-S Earthwork**
- **HS-S Drainage and Culvert**
- **HS-S Erosion Control/Mowing**
- **Municipal & Utility (MU) Major Classification**
- **MU-S Clearing and Grubbing**
- **MU-S Drainage and Culvert**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the City of Mobile Deputy Director of Public Services Maintenance and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City will not be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the City's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special

provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The PS REPRESENTATIVE may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the PS REPRESENTATIVE definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the PS REPRESENTATIVE, discontinue prosecution of the work, the Contractor shall give the PS REPRESENTATIVE at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the PS Representative. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the PS Representative will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the PS Representative may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 10-1-2024

The undersigned, as Bidder, hereby declares that he has examined the site(s) of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY OF MOBILE, as well as the premises.

Project Name: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

Project No: 2024-2086-204

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

The Bidder further agrees to construct the improvements in **75** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Dexter Johnson, City of Mobile Public Services, 770 Gayle Street, Mobile, Alabama 36604. In order to receive consideration, the request must be received before 12:00 p.m. on September 16, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

LOCATION 1

Ditch Location Description & Scope: Wilkins Rd to I-65 Service Road: This location includes a series of ditches. The ditch on the western side of the area begins behind 3856 Autumndale Drive and runs eastward to the northwest corner of 3814 Autumndale Drive. The next two ditches begin near the east end of Lydia Drive and intersect as they run eastward. The next ditch begins near the east end of Autumndale Drive and runs eastward until intersecting the previous ditch. This main ditch then runs eastward for approximately 280 ft. at which time it separates with a ditch continuing eastward to I-65 Service Road, and a ditch turning southward. This southward main ditch runs approximately 1,150 ft. to an intersection with another ditch that originated approximately 1,800 ft westward. The main ditch continues to run southward another 575 ft. The next ditch begins near 3536 Desirrah Drive South, runs northward and then westward to intersect the main ditch. The last ditch in this project location is located approximately 1,800 ft north of Desirrah Drive South. The ditch runs approximately 785 ft along a power line and turn north for approximately 650 ft.

Number of working days to complete Location 1: 75

See ATTACHMENT A for Location Map.

LUMP SUM PRICE FOR LOCATION 1:\$ 249,999.00

Total Bid

Total Lump Sum Price for Location 1: \$ 249,999.00

Total Written in words: Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine and No Cents

Total Number of working days to complete Contract 75

Signature of Bidder *Emil Hughes Jr*
(If a firm or individual)

Address of Bidder 203 N. Florida St., Mobile, AL 36607

By Hughes 360 Services, LLC

Signature of Bidder _____
(If a Corporation)

By _____ Business Address _____
President

_____ Print Business Address _____
Secretary

_____ Print Business Address _____
Treasurer

_____ Print

(Corporate Seal)

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

ATTEST: _____
Secretary

GC License # 59861
000-395-591
State License Number

Corporate Seal



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Hughes 360 Services LLC,

(Name of Contractor)

203 N Florida St, Mobile, AL 36607

(Address)

as Principal, and Atlantic Specialty Insurance Company,

(Name of Surety)

605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD), City of Mobile Project No. 2024-2086-204**.

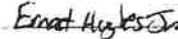
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered



(Date) September 13, 2024

Hughes 360 Services LLC



(Contracting F

Witness as to Principal By:



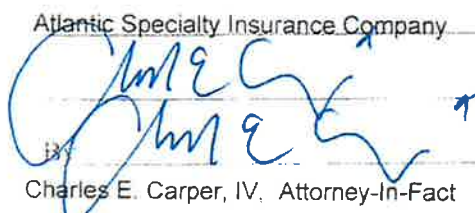
(SEAL)

Atlantic Specialty Insurance Company

(Name of Sur

COUNTERSIGNED:

Alabama Resident Agent



Charles E. Carper, IV, Attorney-In-Fact



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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A. Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

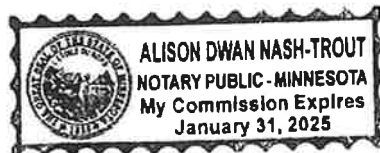
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of September, 2024



This Power of Attorney expires
January 31, 2025

Kara L.B. Barrow, Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Hughes 360 Services LLC
as Principal and Atlantic Specialty Insurance Company

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Two Hundred Forty Nine Thousand, Nine Hundred Ninety Nine & 00/100 Dollars (\$ 249,999.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated _____, 20____ (hereinafter called the Contract) for Storm Drainage Ditch Cleaning (Wilkins Road) Project No. 2024-2086-204 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 10th day of October
20 20.

In the presence of:

Ernest Hughes Jr.

Individual Principals sign here

Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)
Ernest Hughes Jr. (SEAL)
Ernest Hughes Jr. (Print)

(Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr.
(Print)

ITS: Owner
(Title)

ATTEST:

Ernest Hughes Jr.
(Signature)
Ernest Hughes Jr. (Print)
ITS: Owner

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)
Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Hannah Hughes
(Signature)
Hannah Hughes (Print)
ITS: _____

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

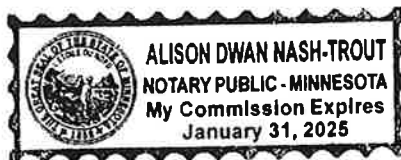
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Hughes 360 Services LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Atlantic Specialty Insurance Company; 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of _____

Two Hundred Forty Nine Thousand, Nine Hundred Ninety Nine & 00/100s dollars (\$ 249,999.00),

for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____

20, entered into a Contract with the Owner for Storm Drainage Ditch Cleaning (Wilkins Road) Project No. 2024-2086-204 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 10th day of October
20 24.

In the presence of:

Ernest Hughes Jr

Individual Principals sign here

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)

Ernest Hughes Jr. (SEAL)

Ernest Hughes Jr. (Print)



Hughes 360 Services LLC
(Corporate Name)

BY: Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr.
(Print)

ITS: owner
(Title)

ATTEST:

Ernest Hughes Jr.
(Signature)

Ernest Hughes Jr. (Print)

ITS: owner
(Title)

Atlantic Specialty Insurance Company
(Surety sign here) (Corporate name)

BY: Charles E. Carper, IV
(Signature)

Charles E. Carper, IV
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Hannah Hughes
(Signature)

Hannah Hughes (Print)

ITS: _____
(Title)

Corporate Seal



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Charles E. Carper IV, George W. Thompson III, Hannah Hughes, James A. Gunn, Kimberly A Spence, Robbie Duncan, Sabrina Donaldson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

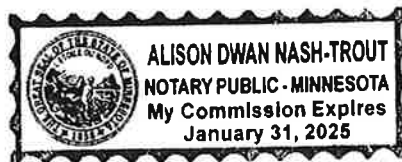
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: 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.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the PS Representative, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the PS Representative. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City of Mobile reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City of Mobile, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful Bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the Bidder documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with the invoice at final completion.
 5. It is the intent to construct the within described work as shown in Attachment A and in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, shall be included in the Lump Sum prices in the Bid Proposal.
 9. The City of Mobile reserves the right to add, reduce, or delete any location(s) in this contract. Additional locations of work may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. Omit
 12. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the authorized PS Representative. The Superintendent shall have full authority to execute orders or directions of the PS Representative without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work.

13. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
14. The quantities shown on the proposal and location maps are approximate and for bidding purposes only. The Contractor will be paid Lump Sum for each location completed.
15. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City of Mobile unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project and included in the Lump Sum Bid Price.

16. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various location lump sum prices (no direct payment).
17. Contractor is responsible for the implementation and maintenance of any traffic control. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary to the project. The contractor shall restore all existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the PS Representative can require removal from the project.
19. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all

utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of the project (no direct payment).

20. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be a subsidiary obligation of the project. All construction entrances to the site(s) of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the City or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
21. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
22. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.
23. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
24. All salvageable material from the project shall be stored on the project at locations designated by the PS Representative. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
25. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be a subsidiary obligation of the project and shall be in accordance with Section 306.03 of the Standard Specifications.

26. Omit
27. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The City of Mobile may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
28. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
29. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
30. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
31. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City shall retain one set. Prints and/or tapes shall be delivered to the City within one week after they are made.
32. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the PS Representative shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
33. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the City that this has been accomplished. Notifying property owners is considered incidental to the project.
34. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
35. Any damage to private property shall be repaired at the Contractor's expense.
36. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

37. The Contractor shall provide, install and maintain all temporary erosion control measures. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The City shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
38. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
39. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the PS Representative, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
40. Workmen shall wear reflectorized vests, shirts or jackets.
41. At the completion of the contract requirements, the contractor will prepare an invoice. The invoice shall be sent to the Deputy Director of Public Services Maintenance for approval and payment. The Contractor shall be required to submit a City of Mobile DBE Utilization Report and final closeout documents with the invoice. A list of closeout documents is located in Attachment D.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Hughes 360 Services, LLC, party of the second part.

WHEREAS, this project was advertised for open bidding under Alabama Code, Title 39, with only one bid received, which bid was deemed non-responsive for failure to comply with bid requirements (with more than minor irregularities); and

WHEREAS, pursuant to Alabama Code 39-2-6(b), the City has negotiated an informal bid with the party of the second part to enter into this contract under the terms of its initial bid except for the total bid amount being one dollar less; now therefore

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

Project No: 2024-2086-204

Project Description: Mowing, removing vegetation, and cleaning sediment out of all types of storm drainage ditches

Major work items include: Mowing, Clearing, Excavation

City of Mobile Project Number **2024-2086-204**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 249,999.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" or "COM" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(6) Whenever the words "CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants.

PUBLIC SERVICES REPRESENTATIVE:

(7) Whenever the words "PUBLIC SERVICES REPRESENTATIVE" or "PS REPRESENTATIVE" is used, it shall refer to the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE for the City of Mobile or his appointed assistants and inspectors.

AUTHORITY OF THE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE:

(8) The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY OF MOBILE shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY OF MOBILE in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY OF MOBILE DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE.

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the PUBLIC SERVICES REPRESENTATIVE at any time prior to the completion of the work and its acceptance by the CITY OF MOBILE.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the PUBLIC SERVICES REPRESENTATIVE to be incompetent or disorderly, he shall be immediately discharged upon the request of the PUBLIC SERVICES REPRESENTATIVE.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the PS REPRESENTATIVE, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as

obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, to ensue, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

INVOICE:

(23) Upon the final completion of the work, according to the terms of these Articles of Agreement, the PS Representative shall inspect all work and materials not previously accepted. Upon approval by the PS Representative, the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE shall pay or cause to be paid to the Contractor the invoice, under the terms of these Articles of Agreement.

Prior to payment of the INVOICE, the Contractor shall furnish, to the PS Representative, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.

- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.
- The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
- The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

Upon successful completion of these documents, payment of the INVOICE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(25) The source of funds for payment by City under this contract is the City's General Fund. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(28) 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.

E-BUILDER:

(29) The City utilizes e-Builder (Trimble Unity Connect) as its project management system. E-Builder (Trimble Unity Connect) is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder (Trimble Unity Connect) as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

Ernest Hughes Jr.

AN INDIVIDUAL

Ernest Hughes Jr. (Print)

WITNESSES:

Ernest Hughes Jr.

Ernest Hughes Jr. (Print)

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

ITS SECRETARY

_____(Print)



DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Ernest Hughes, Jr., whose name is signed to the foregoing instrument in the capacity of owner of Hughes 360 Services, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 11th day of October, 2024.

Twalla L. Burpo-Jackson

NOTARY PUBLIC My Commission Expires: June 26, 2027



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a. If requested by the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE, City of Mobile or their agents.
- b. In the event that additional construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the CITY OF MOBILE shall be reimbursed by the contractor for such additional effort at the CITY OF MOBILE'S prevailing hourly rates.

CITY OF MOBILE shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE reserves the right, with approval from the CITY, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the DEPUTY DIRECTOR OF PUBLIC SERVICES MAINTENANCE may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109. SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:

No partial payment shall be made.

4. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

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

740 A.2

Materials

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

740 A.3

Basis of Payment

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

ITEM XI **PROJECT SCOPE**

1. DITCH CLEANING:

All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. in order to restore the flow line and to achieve positive flow within the ditch. See the included typical sections for examples. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable and/or as directed. Disposal of sediment may include redistributing of soil within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the PS Representative shall be notified for inspection.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line. If pipe blockages or beaver dams are found in ditches, the PS Representative is to be notified. CITY OF MOBILE will clear any blocked pipes.

2. TRASH:

All trash and litter (except tires) within five (5) feet of the top of the ditch bank shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. **Staging location shall be coordinated with the PS Representative.** Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible by a truck and trailer. The CITY OF MOBILE Public Services Trash Division shall be contacted by the Contractor for removal of the pile.

3. VEGETATION REMOVAL:

Contractor is responsible for the removal of living and dead vegetation within five (5) feet of the top of the ditch bank that is inside the easement (see Typical Profiles on following pages). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches, or any other disturbed area, leave exposed soil, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil. It shall be the responsibility of the contractor to provide a substantial stand of grass for all disturbed areas at the time of the Final Inspection. The Contractor shall water the seed/sod as necessary. Any grass/sod that is not living and/or viable in the opinion of the PS Representative shall be replaced at no additional cost to the project.

4. FIELD DOCUMENTATION:

The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after cleaning.
2. The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
 - a. Provide documentation, with the invoice, showing the amount and location of litter removed in that pay period
 - b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify that work was conducted to restore water flow line, and to verify all visible trash was removed. If requested by the Contractor, the CITY OF MOBILE will have a PS Representative available daily to verify the contractor's work. This may be done to eliminate additional work required by the contractor after a ditch's water level lowers.

5. ACCESS:

The CITY OF MOBILE shall provide access to each ditch from at least one end, not always both. While workers are present, the Contractor is allowed to remove fences within the City's easement to enter ditch areas. Fences must be replaced when workers are not present. Removal and replacement of any fence shall be coordinated by the Contractor with the adjacent property owner and with the City. The contractor shall document with photos the existing condition of each fence to be removed. Damage to any fence removed shall be the responsibility of the Contractor, with no cost to the City. The cost of new fence or fence replacement shall be included in the Lump Sum cost of the project.

6. ADDITIONAL REQUIREMENTS:

Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

7. SAFETY:

It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Contractor shall designate a person at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Some examples of safety measures that shall be included are:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property. The contractor shall be liable for any and all damage to passing vehicles, property, or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to causing an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.). Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties. The CITY OF MOBILE has the authority to stop any contract operations deemed to be hazardous by the PS Representative. At that time, operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill. Appropriate actions shall be taken in the event of a spill. Contractor shall notify CITY OF MOBILE in the event of a spill. If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator. Failure to comply with safety requirements may result in contract termination. Contractor shall notify the City of Mobile of any safety incidents on the project.

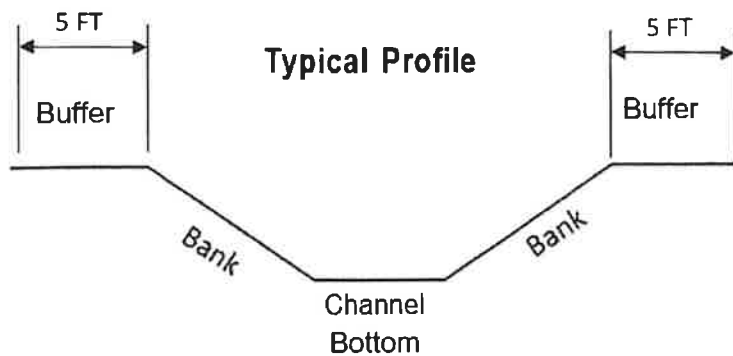
8. PAYMENT:

1. Payment for all work shall occur at project completion, as determined by the PS Representative.
2. Once the Contractor has completed all work listed in the contract, he shall notify the Public Services Representative at a telephone number to be provided at Award of the contract. At that time, a Public Services Representative will inspect the completed work. Once the Public Services Representative has approved all work, the City will pay the Contractor.
3. The penalty for exceeding the project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor. If rain delays cause the allowed timeline to be exceeded, the Contractor shall submit weather records and a schedule summary at project closeout. The schedule summary shall explain any variances in the completion timeline.
4. The Total Lump Sum Price provided by the Contractor in the Proposal is the total maximum amount that will be allowed for this contract.

9. PERFORMANCE:

If the Contractor is unable to fulfill the requirements of this contract, in full or in part, the entire contract may be terminated.

Trapezoidal Ditch Maintenance Standards



Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.

Field inspections are required to assess all maintenance required on ditch.



Buffer Area Encroachments



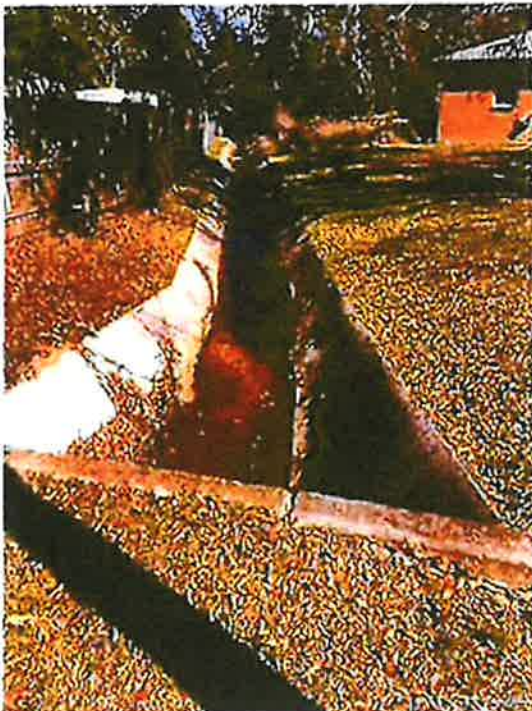
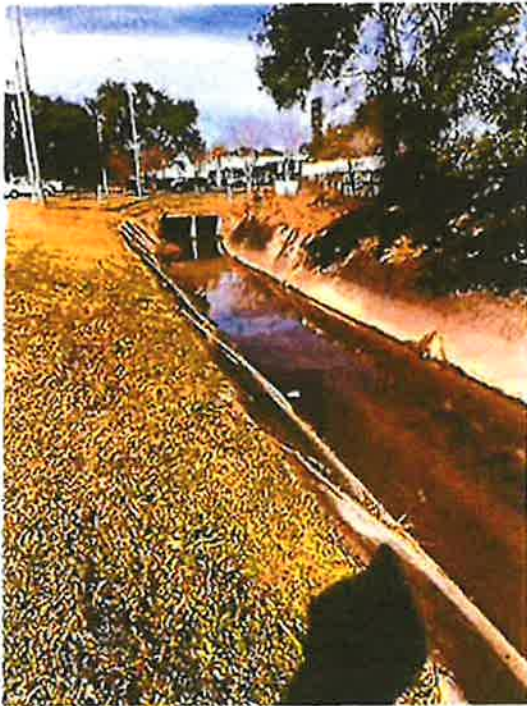
Slope and Bank Obstructions



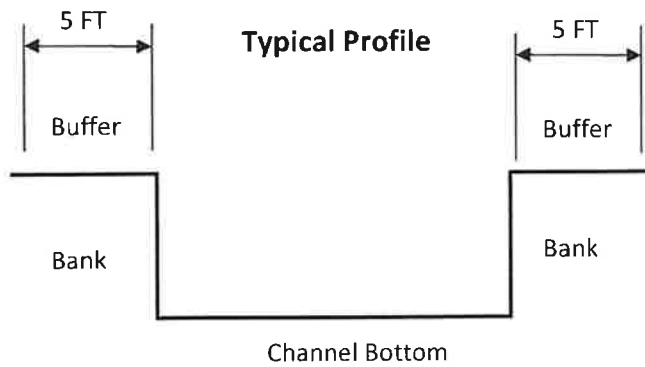
Trapezoidal Concrete Ditch Maintenance Standards

(Continued)

Expected Condition After Maintenance



Concrete Rectangular Ditch Maintenance Standards



Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.

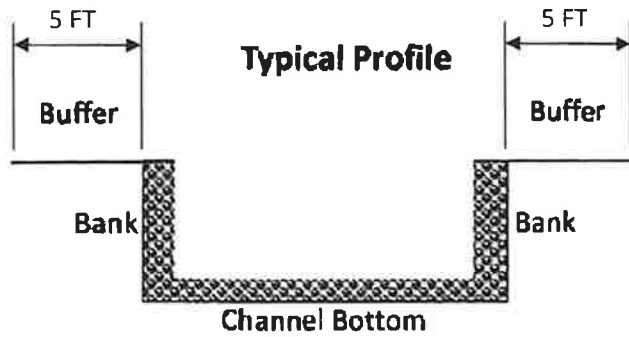


BEFORE



AFTER

Gabion Ditch Maintenance Standards



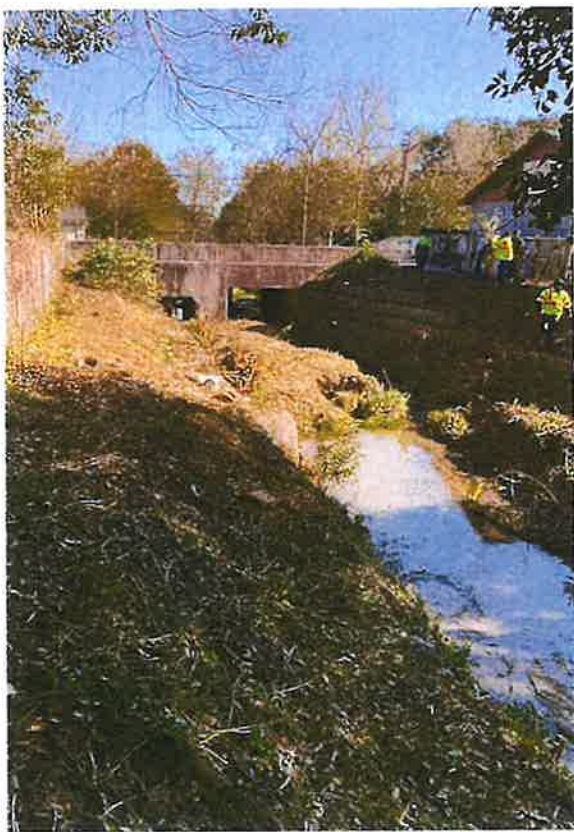
Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Examples of Typical Conditions Before Maintenance

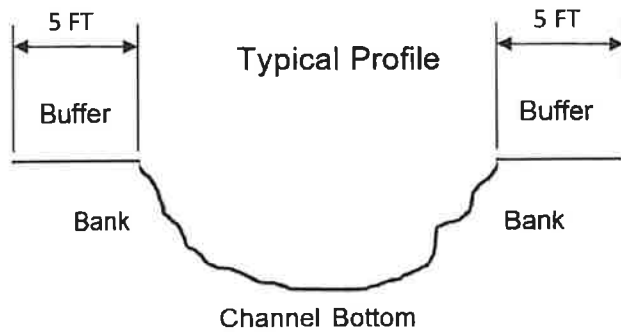
Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.



Gabion Ditch Expected Condition After Maintenance Examples:



Earthen Ditch Maintenance Standards



Note: This profile represents a typical earthen ditch. Depth, slope and buffer area varies.

Examples of Typical Conditions Before and After Maintenance

*Note: The below examples do not represent all conditions.
Field inspections are required to assess all maintenance required on ditch.*



BEFORE



AFTER

Earthen Ditch Examples (continued)

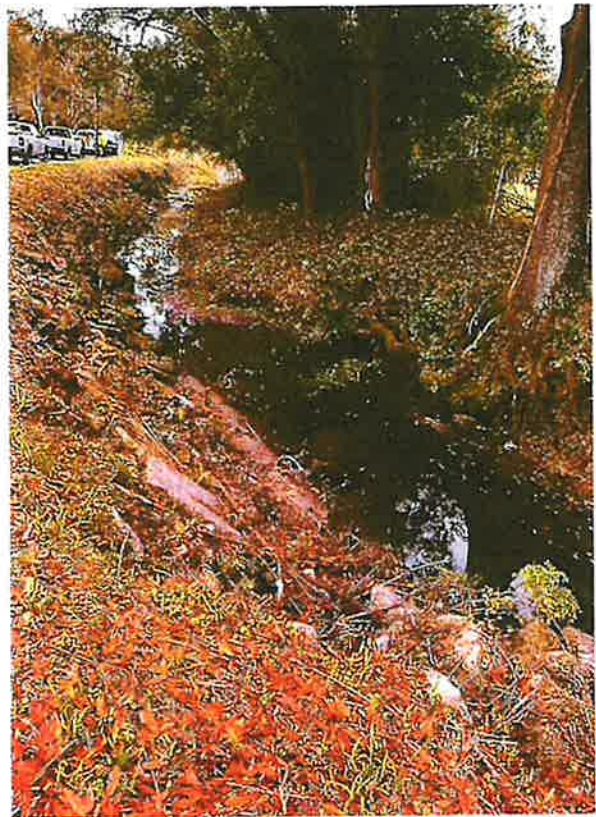


BEFORE

AFTER



Earthen Ditch Expected Condition After Maintenance Examples:

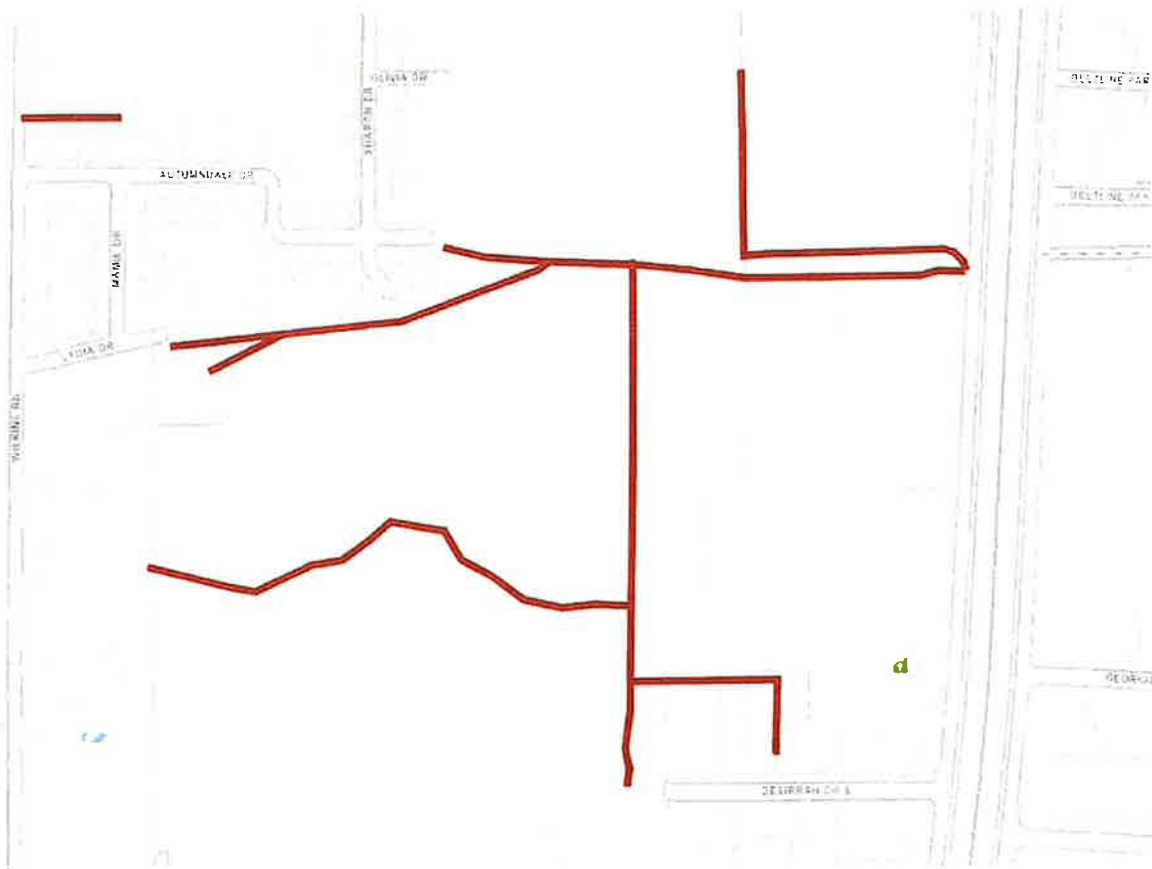


ATTACHMENT “A”

LOCATION MAPS & SCOPE

DITCH LOCATION 1

Ditch Location Description & Scope: Wilkins Rd to I-65 Service Road: This location includes a series of ditches. The ditch on the western side of the area begins behind 3856 Autumndale Drive and runs eastward to the northwest corner of 3814 Autumndale Drive. The next two ditches begin near the east end of Lydia Drive and intersect as they run eastward. The next ditch begins near the east end of Autumndale Drive and runs eastward until intersecting the previous ditch. This main ditch then runs eastward for approximately 280 ft, at which time it separates with a ditch continuing eastward to I-65 Service Road, and a ditch turning southward. This southward main ditch runs approximately 1,150 ft. to an intersection with another ditch that originated approximately 1,800 ft westward. The main ditch continues to run southward another 575 ft. The next ditch begins near 3536 Desirrah Drive South, runs northward and then westward to intersect the main ditch. The last ditch in this project location is located approximately 1,800 ft north of Desirrah Drive South. The ditch runs approximately 785 ft along a power line and turn north for approximately 650 ft. (See Red Lines in map below.)



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATE

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 NAME	
	PHONE (A/C, No. Ext.)	FAX (A/C, No.)
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	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	ADDITIONAL INSURED	WV	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 ☐ PROJECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex accidents) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 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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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

CONTACT NAME: Harrison Hawke/Cassie Cooper

PHONE (A/C, No, Ext): 334-694-5853

FAX (A/C, No): 334-271-0491

E-MAIL ADDRESS: c.cooper@thomins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : FCCI Insurance Group

10178

INSURER B : The Sheffield Group, Inc.

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

License#: 79250
HUGH360-01**COVERAGES****CERTIFICATE NUMBER: 588864783****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y Y	CPP100092380	5/7/2024	5/7/2025	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 - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	32119-00	5/17/2024	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service Road)
Project No. 2024-2086-204

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile AL 36333

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT “C”

**SUBCONTRACTING PLAN
AND
DBE UTILIZATION REPORT**



City of Mobile

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archmque.kidd@cityofmobile.org
251.208.7867
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: Archonue.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Hughes 360 Services, LLC.
Address	203 N Florida Street Mobile, AL 36607
Telephone	251-510-3772
E-Mail	hughes360services@gmail.com

RFP/RFQ Solicitation Number	2024-2086-204
Project Description	Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service RD)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 24 Female 2 Minority 24 Non-minority 1 SDVO
Total #of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ernest Hughes Jr
Signature: *Ernest Hughes Jr* Date: 9/17/2024
Title: Owner

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: Ernest Hughes Jr Title: Owner
Email: ernestjr@hughes360services.com Phone: 251-510-3772

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archiuekidd@nyoffice.org
251-208.7967
205 Government Street, 5th Floor

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

Please Print Company Hughes 360 Services, LLC. Your Bid/Proposal Amount \$ 249,999.00 Date:

9	17	2024	Description Storm Drainage Ditch Cleaning (Wilkins RD to I-65 Service RD)

Name of Bidder/Proposer: Hughes 360 Services, LLC.

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

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Hughes 360 Services, LLC.

Contact Person: Ernest Hughes Jr Phone 251-510-3772 Email ernestjr@hughes360services.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 (Y)	NO (N)	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.



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE:	YES	NO	Contract Start Date:	Contract Completion Date:
DESCRIPTION:					

This report is for the month of: JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

DBE Utilization Report

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-2086-204
STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-2086-204
STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE
ROAD)

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____

County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by CITY OF MOBILE a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished in this contract.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished in this contract.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.
6. The Contractor must provide weather records and a Schedule Summary explaining any variances in the completion timeline if the allowed project time was exceeded due to weather.
7. The Contractor must provide Field Documentation as listed in ITEM XI, PROJECT SCOPE.

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

ATTACHMENT “E”

E-VERIFY AFFIDAVIT, E-VERIFY DOCUMENTATION, & SECRETARY OF STATE REGISTRATION DOCUMENTATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernest Hughes, Jr. (affiant) who, being duly sworn says as follows:

President/CEO of Hughes 360 Services LLC

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 Hughes 360 Services, LLC 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 Hughes 360 Services LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 952551

Ernest Hughes, Jr.
CEO of Hughes 360 Services LLC

Sworn to and subscribed before me this the 18th day of September, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Twalla L. Burpo-Jackson
Signature and Seal of Notary Public





Company ID Number: 952551



Approved by:

E-Verify Employer Agent Employer Hughes 360 Services, LLC.	
Name (Please Type or Print) Ernest A Hughes	Title
Signature Electronically Signed	Date 03/06/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2016



Company ID Number: 952551



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

**HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607**

YEAR	LICENSE NO
2024	113173
ISSUED	EXPIRES
5/24/2024	12/31/2024

**238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)
236120 CONTRACTOR - GENERAL CONTRACTORS**

Mauria P. King

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

**HUGHES, ERNEST JR T1
1794 PRINCETON WOODS DR W
MOBILE AL 36618**

STATE OF ALABAMA



BID LIMIT
U
UNLIMITED
AMOUNT

LICENSE NO.
59861
TYPE
NEW

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HUGHES 360 SERVICES LLC

MOBILE, AL 36607

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: SITE UTILITIES, D: DEMOLITION, MU-S: DRAINAGE AND CULVERT, MU-S: EROSION CONTROL, MU-S: ROW MAINTENANCE, MU-S: SITE WORK, SC: CONCRETE

until **August 31, 2025** when this Certificate expires

Witness our hands and seal of the Board, dated Montgomery, Ala.,

209325

19th day of **August, 2024**

SECRETARY TREASURER

Michael B. T...

Charles A. Card...

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2024

Annual Affidavit Due Date: April 17, 2025

A handwritten signature in black ink, appearing to read "John R. Cooper".

John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes 360 Services, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 05-01437

Issuance Date: May 30, 2024

Annual Affidavit Due Date: May 30, 2025

John R. Cooper, Transportation Director



Alabama Secretary of State



Hughes 360 Services, LLC	
Entity ID Number	000-395-591
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/03/2017
Registered Agent Name	HUGHES, ERNEST A JR.
Registered Office Street Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Registered Office Mailing Address	1794 PRINCETON WOODS DRIVE WEST MOBILE, AL 36618
Nature of Business	
Annual Reports	
Report Year	2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/10/2017 Certificate of Formation 3 pgs.
Document Date / Type / Pages	06/14/2019 Articles of Amendment 2 pgs.

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

ATTACHMENT “F”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 9/17/2024

Name of Project: **STORM DRAINAGE DITCH CLEANING (WILKINS RD TO I-65 SERVICE ROAD)**

Project Number: **2024-2086-201**

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

ALL PROJECT WORK:

\$2,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder Hughes 360 Services, LLC.

Mailing

Address 203 N Florida Street Mobile, AL 36607

*By (Legal Signature)

Ernest Hughes Jr.

*Name (type or print) Ernest Hughes Jr

*Title Owner

Telephone Number 251-510-3772





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract for engineering services with White-Spunner Construction, LLC

Amount of Contract:

\$100,000.00

Funding Source

C1021

ATTACHMENTS:

1. 2025-3005-06 Construction Services Agreement (White-Spunner, LLC) contract

REVIEWERS:

Jessica White
Nicholas Amberger
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Construction Services Agreement between City of Mobile and White-Spinner Construction, LLC COM Project: 2025-3005-06

PROJECT #: C1021 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction consultation, analysis and planning.

CONTRACT AMOUNT: \$100,000.00

VENDOR NAME: White-Spinner Construction, LLC

VENDOR NUMBER: 298795

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 10/24/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, 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, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: White-Spunner Construction, LLC

Project Name: Construction Services Agreement between City of Mobile and White-Spunner, LLC
COM Project# 2025-3005-06

Estimated Cost: \$100,000.00

Adopted:

City Clerk

CONSTRUCTION SERVICES AGREEMENT

between City of Mobile and White-Spinner Construction, LLC

This AGREEMENT made this ____ day of _____ in the year 2024, between the City of Mobile, Alabama (hereinafter referred to as “City”) and White-Spinner Construction, LLC (hereinafter referred to as “Consultant”), for construction consulting and advising services in connection with public construction, improvements, repair and renovation in the City of Mobile.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The services under this Agreement will include construction consultation, analysis and planning as needed for public construction, renovation and expansion in the City of Mobile. The scope of consultation, analysis and advice will focus on, but not be limited to, the following:

- the scope of potential construction projects
- estimated construction budgets, means and methods
- communications procedures
- construction methods, material and equipment market costs, trade availability and insurance requirements
- preliminary project scheduling starting with design and permitting
- monitoring budgets through the design phase
- construction means and methods for cost and schedule impacts
- changes in project scope and budget estimates
- possible value engineering opportunities with City’s design team.
- cash flow and schedule impacts
- bidding projects and soliciting subcontractor prices
- construction contract change orders
- value engineering alternate prices

The services to be performed by Consultant under this Agreement shall be set forth on an as needed basis in individual task orders using the general format set forth in Attachment A (“Task Order”), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City’s Engineering Department.

2 TASK ORDER PROCESS

2.1 As needed and at City request, the parties will develop and agree upon the terms of a Task Order containing an identification of the project, description of the Services and

Deliverables, compensation to be paid to Consultant for the performance of the Services, and a proposed schedule for the performance for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

2.4 Each Task Order shall include a Not to Exceed compensation amount and will be based on the hourly rate schedule located in Attachment C of this Agreement.

3 INVOICING AND PAYMENT

For the performance by the Consultant of the services provided for in this Agreement, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the Consultant in connection with this Agreement, and subject to conformity with all provisions of this Agreement, the City will pay the Consultant on a time and materials basis as follows:

- A. Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and reimbursable expenses incurred, if any. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) work days from the date of invoice.
- B. The maximum total amount payable to the Consultant for all task orders provided under this Agreement for each year thereof, including work performed by subcontractors or sub consultants, shall not exceed \$100,000.00.
- C. Compensation to be paid the Consultant for providing the professional services described in each Task Order shall have a Not to Exceed amount specifically for each Task Order and be in accordance with the rate schedule in Attachment C.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect for a period of two (2) years unless terminated earlier pursuant to this Agreement. The term may be extended for an additional year by written agreement of the parties.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

The Parties agree that they will not hold each other liable for any increase in costs, expense, or delay resulting from a Force Majeure Event if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the "Force Majeure Event" that such party is unable to perform. A Force Majeure Event includes, without limitation, (a) acts of God; (b) flood, fire, earthquake, tornado, hurricane, lightning, civil disturbances, explosions, epidemic, pandemic, or explosion; (c) war (whether declared or undeclared), invasion, hostilities, terrorist threats or acts, riots, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

Neither party shall be responsible for a delay in its performance under this Agreement, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000

Professional Liability

\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold 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 Agreement and/or the activities of Consultant, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable unless such costs, liabilities and claims for damages arise from the misconduct or negligent acts of the City. In the event that the City, through no negligence or fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Consultant hereby 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. These defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. This Agreement is by and between the City and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between City and Consultant. Consultant shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing any work necessary in order for Consultant to fulfill its obligations under this Agreement. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Consultant, and Consultant shall indemnify, defend with counsel acceptable to the City, and hold City harmless from any claims for such. Consultant agrees it is not a design consultant within the meaning of Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from the City of a written notice of resumption of the Services. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City Engineer
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-182

CONSULTANT

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive. Specifically, but not limited to, the terms relating to Indemnification, Data Rights, Governing Law and Venue shall survive

completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama. Except as otherwise provided herein, in any dispute over the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which said party may be entitled. The parties agree that venue concerning any dispute regarding the terms and enforcement of this Agreement shall only be in the State Courts of Alabama in Mobile County (Mobile Division) or the United States District Court of Alabama, Southern District located in the City of Mobile.

17.2 Assignment. Neither City nor Consultant shall assign or transfer their rights or obligations in this Agreement without written consent of the other, which consent may be reasonably denied, withheld, delayed, or conditioned.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement, and/or any amendment to it, shall be executed: (a) as a single countersigned document; or (b) in multiple counterparts, each of which shall be deemed an original document and all of which shall constitute one and the same instrument.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. No waiver by either party of any covenant or condition of this Agreement shall be valid unless in writing and signed by the party so waiving. Neither the failure by either party in any one or more instances to insist upon the complete and total observance or performance of any term or provision herein, nor the failure by either party to exercise any right, privilege, or remedy conferred herein or afforded by law, shall be construed as waiving any breach of such term, provision or the right to exercise such right, privilege or remedy thereafter. In addition, no delay on the part of either party in exercising any right or remedy herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof, or the exercise of any other right or remedy.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.11 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Consultant agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

17.12 Prohibition of Boycotting. The Consultant is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

17.13 Ani-Discrimination Clause. When performing its obligations required hereunder, Consultant shall comply with all applicable Federal, state and local laws, rules, codes, regulations and ordinances, and any judicial or legislative mandates ("Applicable Laws"), including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that

in Consultant's performance of work for City to 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 (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Consultant, in the performance of this Agreement, shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under Applicable Laws. Consultant acknowledges and agrees that City, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation to the maximum extent possible, and Consultant agrees to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services in repair, maintenance, leasing, and any work performed on the Improvements. Consultant agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

17.14 Seal. This Agreement is executed under Seal by the Consultant.

18 ATTACHMENTS

- A Task Order
- B Change Order
- C Hourly Rate Schedule

This Agreement executed the day and year first written above.

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Attest: City of Mobile



By: _____
City Clerk

WHITE-SPUNNER CONSTRUCTION, LLC

By: : _____

9

Jeff Carrico
Chief Operating Officer

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jeff Carrico, whose name as Chief Operating Officer of WHITE-SPUNNER CONSTRUCTION, LLC, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 18th day of October, 2024.

(SEAL)



Amy Holland
Notary Public
State of Alabama At-large
My Commission Expires: 02-24-2026



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 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 Quick Buildings LLC for a portable building for Pinehill recycling center.

Amount of Contract:

\$78,804.00

Funding Source

Capital project C0981

ATTACHMENTS:

1. 20241016 Quick Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 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 Quick Buildings LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Quick Buildings LLC for a portable building for Pinehill recycling center.
Capital project C0981

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$78,804.00

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 5900

How many bidders received bid packages (if applicable): 7 +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>803</u>	2025	(3032) ARCHITECTURAL ENGINEERING	PORTABLE BUILDING FOR PINEHILL RECYCLING CENTER (SEALED BID 5900)	\$78,804.00	<u>(290398) QUICK BUILDINGS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 1
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
--	---

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
001 BUILDING	1.00 EACH	48235.00000	48235.00

1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			48235.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

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

002 INSTALLATION	1.00 EACH	3129.00000	3129.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			3129.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 2
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

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

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

003 ADA RAMP	1.00 EACH	16300.00000	16300.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			16300.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 3
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

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

004	AWNING	1.00 EACH	1700.00000	1700.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			1700.00
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PARKER

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

005	FREIGHT	1.00 EACH	3640.00000	3640.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 4
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	PER YOUR ATTACHED EPROPOSAL			
	FOR LOCATION DROP OFF CONTACT R. WASHINGTON @ 251.208.7812			
	Vendor Item			
	Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			3640.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
006	SITE PREP AND FOOTERS	1.00 EACH	5800.00000	5800.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0981 .CONSTRUCTN.			5800.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released	Page 5
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Vendor QUICK BUILDINGS LLC 703 MERWINA AVE MOBILE, AL 36606 Tel#251-471-8012 Fax 251-473-4403	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
--	---

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

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

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

Requisition Link

Requisition Total 78804.00

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

Account	Amount	Remaining Budget
E C0981 .CONSTRUCTN.	78804.00	446.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	78804.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity Date	Clerk	Comment
CCancelled10/23/24	JOHN PAINE	Requisition item added changed

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000803-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: Status: Released
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Page 6

Vendor
 QUICK BUILDINGS LLC
 703 MERWINA AVE

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

MOBILE, AL 36606

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

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/21/24	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	10/16/24 CARLEEN STOUT		Auto approved by: 910519420	
Approved	10/16/24 CASSIE BOATWRIGHT			
Approved	10/17/24 BRENDA RHODES			
Approved	10/17/24 TIFFANY HOLLINS		Auto approved by: 910511034	
Approved	10/17/24 RELYA MALLORY		Auto approved by: 910511034	
Rejected	10/17/24 DONALD ROSE		Insufficient funds: Bid Amt is	
Queued	10/23/24 CARLEEN STOUT		Insufficient funds: Bid Amt is	
Queued	10/23/24 CASSIE BOATWRIGHT		Insufficient funds: Bid Amt is	
Pending	BRENDA RHODES		Insufficient funds: Bid Amt is	
Pending	TIFFANY HOLLINS		Insufficient funds: Bid Amt is	
Pending	RELYA MALLORY		Insufficient funds: Bid Amt is	
Pending	DONALD ROSE		Insufficient funds: Bid Amt is	
Pending	SANDRA LEWIS		Insufficient funds: Bid Amt is	
Pending	STEVEN KRONINGER		Insufficient funds: Bid Amt is	
Pending	SAMANTHA COOLEY		Insufficient funds: Bid Amt is	
Pending	LONELL HARRIS		Insufficient funds: Bid Amt is	
Pending	ANNE FOLEY		Insufficient funds: Bid Amt is	
Pending	JOHN PAINE		Insufficient funds: Bid Amt is	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5900
PORTABLE/TEMPORARY BUILDING

TECHNOLOGY INTERNATIONAL	\$80,400.00
QUICK BUILDINGS MODULAR	\$78,804.00

BID SHEET

This is Not an Order

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**

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

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, SEPTEMBER 27, 2024

Appx
1-3

Page 1 of 3

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

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 PURCHASE OF THE BUILDING OUTRIGHT Include Building, Steps, Ramps, Shipping/Delivery, Setting Up Building, Blocking & Anchoring of the Building. Providing, Setting & Anchoring of Steps & Ramps. The City will make final electrical & plumbing connections. Vendor shall provide literature & specifications on structure to be provided as well as the condition of the structure. You may list additional quote options on additional sheets. Vendor will be required to provide to provide Engineer Drawings of the structure done by an Engineer licensed in the State of Alabama prior to final award. Vendor will need a City of Mobile Business License. See Item 14 on reverse of page 1. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
			TOTAL			

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 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. Price to be good for the 6-month period following the award of this bid. At the option of the City and the successful vendor, the award can be renewed for an additional 6-month period. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. 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. 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 completed order.

City of Mobile, Recycling Center Building
Pinehill location

General Specifications

12' x 20' Modular building per plan attached
240 square feet
International Building Code
Alabama Manufactured Housing Commission approval
3rd Party
MBI seal
Business occupancy
Floor load: 50#
Wind speed: 160 MPH
Roof load: 5# ground snow load
Location: Mobile, Alabama

Frame: Outrigger frame with 95.5" I beam spacing
 6000# brake axles
 12" I beam
 Removable hitch
 Axle and hitches to be removed to provide spacing for piers

Floor: 2" x 8" floor joists at 16" on center
 5/8" Sturdi-floor plywood floor decking, double layer
 20 mil LVT floor throughout
 4" vinyl base cove
 Standard bottom board

Walls: 2 x 6 exterior walls
 2 x 4 interior walls
 Double top plate
 8' 6" wall for 8' finished ceiling height
 ½" gypsum with vinyl wall covering
 Standard trim package
 (1) 36" x 80" hollow core, pre-finished interior door in metal frame
 (1) Privacy lock for restroom, Grade 1 Tell
 (1) Floor mounted door stop

Roof: Box truss at 24" on center
 12" overhang with a single angle mansard with roof sloped
 to the HVAC wall
 7/16" fire rated decking
 60 mil white rubber membrane roof covering

	Hurricane straps, side wall type Attic ventilation as required
Ceiling	Finished ceiling at 8' 0" T grid, 2 x 2 tiles
Plumbing:	CPVC supply PVC waste (1) Electric on demand water heater ADA toilet with grab bars, standard tissue holder Flush valve on toilet Wall hung sink, mirror and metal wrist blade faucet
Electrical:	150 AMP load center, single phase Copper romex raceway MC cable above ceiling grid (3) LED lights in T grid (2) Occupancy sensors (1) Vandal resistant wall pack light (1) Combo emergency light/exit sign with remote head (4) 2 x 4 empty junction boxes; wiring by others for special systems (2) Dedicated receptacles (1) Combo bathroom vent/LED light (1) GFI (1) Exterior use GFI with weatherproof cover (1) Heat tape receptacle
HVAC:	(1) 1 ton wall mounted HVAC unit with 5kw heat Fiberglass supply ducts 10" x 10" ceiling supply grilles Return air thru wall at HVAC unit 7-day programmable thermostat
Exterior:	Hardi Panel stucco style Full house wrap Sheathing as required Angle, metal mansard with concealed drains and exposed downspouts 12" roof overhang Skirting to match
Windows:	(2) 36" x 60" white vinyl vertical slide window, insulated, Low E (2) Vinyl mini blinds
Door:	(1) 36" x 80" Steel door in steel jamb, ½ glass with blinds insert (1) Tell or equal keyed lever handle and closer

Insulation: Exterior wall R-13
Floor R-19
Roof R-30
Interior wall R-11

Misc: Aluminum landing, steps and ADA switchback ramp
Bolted to building and anchored to the ground

Installation to include site pad prep and poured footers

6' x 6' aluminum awning over the landing, with posts in concrete,
approx. 13' high



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 29, 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 SHI International Corp for 15 iPad Pro computer tablets for Build Mobile.

Amount of Contract:

\$21,476.08

Funding Source

General fund.

ATTACHMENTS:

1. 20241024 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for 15 iPad Pro computer tablets for Build Mobile. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$21,476.08

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: 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>446</u>	2025	(3040) BUILD MOBILE EXEC DIRECTOR	15 IPAD PRO COMPUTER TABLETS FOR BUILD MOBILE (AL STATE CONTRACT)	\$21,476.08	<u>(272641) SHI</u> <u>INTERNATIONAL</u> <u>CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES
--	--

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA24000004608 AND YOUR QUOTE #25392794.

001 EMAIL PO TO: NIRAV_PATEL@SHI.COM ITEM: Apple 13-inch iPad Pro Wi-Fi - Tablet - 256 GB - 13" Tandem OLED (2752 x 2064) - with standard glass - space black Supplier Part No: SHIQuoteItem:48259165 Manufacturer Part No: MVX23LL/A Manufacturer Name: Apple Supplier Quote No: ReqWebOrderID=25631388...LineNum=1. :.MfgPartNum=MV NIGP: UNSPSC: 43211503	15.00 EACH	1227.55000	18413.25
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1 1000.45.20.3040.3042.3000.0000.0000.47020.	18413.25
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Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: 3YR Hardware Service Plan + Accidental Damage Protection Supplier Part No: SHIQuoteItem:25392794:13883771 Manufacturer Part No: MWS-WRNTYSVC-01 Manufacturer Name: Vertex Leadership Group Supplier Quote No: ReqWebOrderID=25631388.. LineNum=2..MfgPartNum=MW NIGP: UNSPSC: 43000000	15.00 EACH	140.85000	2112.75
1	1000.45.20.3040.3042.3000.0000.0000.47020.			2112.75

Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

 Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved
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Page 3

Vendor
 SHI INTERNATIONAL CORP
 290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
 Fax 732-868-6055

Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 LISA.WATKINS@CITYOFMOBILE.ORG

Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
003 ITEM: CODi - Back cover for tablet - rugged - silicone, polycarbonate - for Apple 13-inch iPad Pro (M4) Supplier Part No: SHIQuoteItem:48380887 Manufacturer Part No: C30705092 Manufacturer Name: CODi Supplier Quote No: ReqWebOrderID=25631388...LineNum=3. :.MfgPartNum=C3 NIGP: UNSPSC: 43211801	16.00 EACH	39.59000	633.44

1 1000.45.20.3040.3042.3000.0000.0000.47020.	633.44
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Ship To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644
 Delivery Reference
 IPADS AND ACCESSORIES

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

004 ITEM: CODi - Screen protector for tablet - glass - for Apple 13-inch	16.00 EACH	19.79000	316.64
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES
--	--

Deliver To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	iPad Air (M2) Supplier Part No: SHIQuoteItem:48503382 Manufacturer Part No: A09129 Manufacturer Name: CODi Supplier Quote No: ReqwebOrderID=25631388...LineNum=4. :.MfgPartNum=A0 NIGP: UNSPSC: 44111520			

1	1000.45.20.3040.3042.3000.0000.0000.47020.			316.64
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Ship To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644
Delivery Reference
IPADS AND ACCESSORIES

Deliver To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	21476.08
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.3040.3042.3000.0000.0000.47020.	21476.08	37870.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000446-00 FY 2025 Acct No: 1000.45.20.3040.3042.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference IPADS AND ACCESSORIES Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/07/24	272641	10/31/24			BUILD MOBILE EXEC DIRECTOR

Account HISTORIC DEVELOPMENT EXP	Amount Remaining Budget EQUIPMENT (LESS THAN \$5000)
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



Contract Header

Contract

Apple PCs, Accessories, & Technical Services

Type

Master Agreement

Supplier

SHI INTERNATIONAL CORP

Contract Code

MA240000004608

Linked Solicitation

Apple PCs, Accessories, & Technical Services

Sourcing Number

SRC0000019170

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
5 Record(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

12/26/2023

End Date

12/25/2024

Documents

- Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Apple OEM Monitors 5% Discount	MA240000004606-2	0.00 Each
Apple OEM Personal Computers 5.5% Discount	MA240000004608 -1	0.00 Each
Apple OEM Compatible Accessories 10% Discount	MA240000004608 -3	0.00 Each
Supplier Technical Services 25% Discount	MA240000004608 -4	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 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 SHI International Corp for annual renewal of Adobe Enterprise software subscriptions for MIT

Amount of Contract:

\$68,502.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241024 SHI2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of Adobe Enterprise software subscriptions for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$68,502.00

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: 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>1292</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF ADOBE ENTERPRISE SOFTWARE SUBSCRIPTIONS FOR MIT (AL STATE CONTRACT)	\$68,502.00	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #25452031.
 NASPO CONTRACT #CTR060028.

001 EMAIL PO TO" LEXI_STEWART@SHI.COM. Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	21000.00000	21000.00
1 1000.10.23.5000.5000.5000.0000.0000.42115.			21000.00

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 DEIRDRA STATES

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	48.00 EACH	206.85000	9928.80
1	1000.10.23.5000.5000.5000.0000.0000.42115. Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			9928.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
003 Adobe Acrobat Standard Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286683 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	15.00 EACH	160.65000	2409.75

1 1000.10.23.5000.5000.5000.0000.0000.42115.	2409.75
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 DEIRDRA STATES

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

004 Adobe Creative Cloud Pro Term License - Per User - 12 Months Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE	9.00 EACH	1312.50000	11812.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD 1000.10.23.5000.5000.5000.0000.0000.42115.			11812.50
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
005	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300292 8 \$493.50 \$3,948. 00 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage	8.00 EACH	493.50000	3948.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105foia Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3948.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	5250.00000	5250.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5250.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	47.00 EACH	206.85000	9721.95
1	1000.10.23.5000.5000.5000.0000.0000.42115.			9721.95

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Adobe Creative Cloud Pro Term License - Per User - 12 Months Adobe - Part#: 65299026 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	3.00 EACH	1312.50000	3937.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3937.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Adobe Creative Cloud Single App Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65300292 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: 40235578 Coverage Term: Nov-18-2024 - Nov-17-2025 Note: Software, ESD	1.00 EACH	493.50000	493.50
1	1000.10.23.5000.5000.5000.0000.0000.42115.			493.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001292-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/23/24	272641	10/23/24			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIRDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total	68502.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	68502.00	3856784.24
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	10/23/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/23/24	SCOTT KEARNEY	
Approved	10/23/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	10/24/24	DONALD ROSE	Auto approved by: 9105fola
Approved	10/24/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/24/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	10/24/24	SAMANTHA COOLEY	Auto approved by: 9105fola



Contract Header

Contract

Software, Valued Added Reseller

Type

Master Agreement

Supplier

SHI INTERNATIONAL CORP

Contract Code

MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com SHI PO Contact SouthEastTeamGov@SHI.com 800-715-3197			
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 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 University of South Alabama for fall semester tuition for paramedic education assistance. 7 Advanced EMT students, 4 Paramedic 2nd semester students, 7 Paramedic 3rd semester students.

Amount of Contract:

\$92,890.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241023 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for fall semester tuition for
paramedic education assistance. 7 Advanced EMT, 4 Paramedic 2nd semester, 7 Paramedic 3rd
semester. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$92,890.00

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: Intergovernmental purchase, professional service.

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>910</u>	2025	(1510) FIRE ADMINISTRATION	FALL SEMESTER TUITION FOR FIREFIGHTERS: 7 FOR ADVANCED EMT, 4 FOR 2 ND SEMESTER PARAMEDIC, 7 FOR 3 RD SEMESTER PARAMEDIC (INTERGOVERNMENTAL; PROFESSIONAL SERVICE)	\$92,890.00	<u>(281269)</u> <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER MFRD'S TRAINING AGREEMENT WITH THE UNIVERSITY OF SOUTH ALABAMA TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR JONATHAN BEASLEY ID#J00685780
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 TRAINING CLASS	1.00 EACH	5897.00000	5897.00

Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR JONATHAN BEASLEY ID#J00685780
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
--	---------

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

003 TRAINING CLASS	1.00 EACH	761.00000	761.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR TRISTA BLACK ID#J00701339 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			761.00
	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			

004 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR TRISTA BLACK ID #J00701339 Vendor Item Inventory Item/Loc 12252			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			4730.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

005	TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR CODY CHANDLER ID#J00772597
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			637.00
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				
006	TRAINING CLASS	1.00 EACH	5897.00000	5897.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR CODY CHANDLER ID#J00772597 Vendor Item Inventory Item/Loc 12252				
1	1000.30.15.1510.1522.1510.0000.0000.45060.			5897.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR AMBER DEAN ID#J00696708 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008 TRAINING CLASS	1.00 EACH	602.00000	602.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR AMBER DEAN ID#J00696708 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
009	TRAINING CLASS 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	1.00 EACH	2820.00000	2820.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR SCOTT DeFRATE ID#J00745015 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	TRAINING CLASS	1.00 EACH	602.00000	602.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR SCOTT DeFRATE ID#J00745015 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

011 TRAINING CLASS	1.00 EACH	586.00000	586.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR RICHARD ELLIOTT ID#J00390368
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	586.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 11
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

012 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR RICHARD ELLIOTT ID#J00390368
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	2820.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 12
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

013 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR BARRY FLEMING ID#J00599520
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	602.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
014	TRAINING CLASS 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	1.00 EACH	2820.00000	2820.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR BARRY FLEMING ID#J00599520 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			2820.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

015 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR KELAN JAMES ID#J00478088
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	2820.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

016 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR KELAN JAMES ID#J00478088
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	602.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017 TRAINING CLASS	1.00 EACH	637.00000	637.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR JACOB JONES ID#J00771985 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			637.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 17

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

018 TRAINING CLASS	1.00 EACH	9398.00000	9398.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR JACOB JONES ID#J00771985
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	9398.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 18
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR CALEB KIEFER ID#J00772218 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5897.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 19
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
020 TRAINING CLASS	1.00 EACH	430.00000	430.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR CALEB KIEFER ID#J00772218 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			430.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 20
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
021 TRAINING CLASS	1.00 EACH	207.00000	207.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR CALEB KIEFER ID#J00772218 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			207.00

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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 21
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

022 TRAINING CLASS	1.00 EACH	602.00000	602.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR NICHOLAS LuGRAIN ID#J00620394
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	602.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 22
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

023 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR NICHOLAS LuGRAIN ID#J00620394
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	2820.00
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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 23
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

024 TRAINING CLASS	1.00 EACH	777.00000	777.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION FEE FOR DENNIS MECSKO ID#J00668396
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	777.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 24
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
025 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR DENNIS MECSKO ID#J00668396 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			4730.00

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Bill To	Requisition 0000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 25
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

026 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR HUNTER NADER ID#J00747309
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 26
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
027 TRAINING CLASS	1.00 EACH	637.00000	637.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR HUNTER NADER ID#J00747309 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			637.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 27
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
028	TRAINING CLASS 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	1.00 EACH	777.00000	777.00
	Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR KYLE SEBER ID#J00303987 Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 28
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

029 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR KYLE SEBER ID#J00303987
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4730.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 29
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
030 TRAINING CLASS	1.00 EACH	777.00000	777.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR WILLIAM SIBLEY ID#J00283222 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 30
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

031 TRAINING CLASS	1.00 EACH	4730.00000	4730.00
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Additional Description Notes

TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
PER INVOICE 202510-22
CONTRACT ID: J00200029
REGISTRATION TUITION FOR WILLIAM SIBLEY ID#J00283222
Vendor Item
Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4730.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 31
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
032 TRAINING CLASS	1.00 EACH	602.00000	602.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR LUCAS THORNTON ID#J00479269 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			602.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

033 TRAINING CLASS	1.00 EACH	2820.00000	2820.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR LUCAS THORNTON ID#J00479269
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.		2820.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

034 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION FEE FOR TYRUS TURNER ID#J00662264
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.			637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 34
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

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
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

035 TRAINING CLASS	1.00 EACH	5897.00000	5897.00
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Additional Description Notes

 TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN)
 CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH
 PER INVOICE 202510-22
 CONTRACT ID: J00200029
 REGISTRATION TUITION FOR TYRUS TURNER ID#J00662264
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5897.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 35
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
036 TRAINING CLASS	1.00 EACH	672.00000	672.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION FEE FOR DAN YOUNG ID#J00651470 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			672.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 36
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
037 TRAINING CLASS	1.00 EACH	3563.00000	3563.00
Additional Description Notes ----- TRAINING CLASS PARAMEDIC AND AEMT (ADVANCE EMERGENCY MEDICAL TECHNICIAN) CLASS FOR FALL SEMESTER, AUG 20TH - DEC 12TH PER INVOICE 202510-22 CONTRACT ID: J00200029 REGISTRATION TUITION FOR DAN YOUNG ID#J00651470 Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			3563.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000910-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 37
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/16/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	92890.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	92890.00	8493034.59
FIRE SUPPRESSION DIV EXP		TRAINING

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

Activity	Date	Clerk	Comment
Approved	10/22/24	DONALD ROSE	Auto approved by: 910518227
Approved	10/22/24	SANDRA LEWIS	
Approved	10/22/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	10/22/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	10/22/24	LONELL HARRIS	Auto approved by: 910518227
Approved	10/22/24	ANNE FOLEY	Auto approved by: 910518227
Approved	10/22/24	JOHN PAINE	Auto approved by: 910518227

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Bill To	Requisition 00000910-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 38
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Vendor
UNIVERSITY OF SOUTH ALABAMA
COASTAL WEATHER RESEARCH CTR
5950 OLD SHELL RD
MITCHELL CENTER RM 1623
MOBILE, AL 36688-0002

Tel#251-460-6915
Fax 251-460-7886

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/16/24	281269				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Mobile Fire-Rescue Department Paramedic Education Assistance Policy

1. Purpose This policy outlines the procedures and requirements for Mobile Fire-Rescue Department (MFRD) firefighters to receive financial assistance for attending paramedic courses at the University of South Alabama (USA) or Coastal Community College (CCC) to obtain their paramedic license. With a local, as well as national shortage of Paramedics, this program will ensure Mobile Fire Rescue Department maintains it's ability to provide the citizens of Mobile with qualified personnel who have the training to administer Advanced Life Support measures in the pre-hospital setting.

2. Enrollment and Approval Process

a. Sign-Up Process

1. Firefighters must first express interest in taking paramedic courses by signing up through the designated MFRD internal system.

b. Approval Requirements

1. The firefighter must be approved by the following entities:
 - The chosen educational institution (USA or CCC)
 1. Firefighters intending to enroll must meet with the EMS Coordinator prior to course registration to discuss program requirements and expectations.
 - The EMS Division of MFRD
 1. EMS Division will maintain a current list of Firefighters in the program as well as progress and anticipated completion dates.
 2. Enter all AL required for approved class and clinical dates.
 - MFRD Fire Administration

c. Contract Agreement

1. Approved firefighters are required to sign a contract committing to repay the City of Mobile for course expenses if they leave the department after completing the paramedic program.
2. Per Code of Alabama 1975 Section 22-18-8 the department will pursue reimbursement from the employees new employer if within 24 months of training that employee leaves the department.

Reimbursement by new employer for training expenses.

In those instances in which EMSP of any municipality, county, fire district, or the state are employed by the State of Alabama, any county, fire district, or another municipality, within 24 months after completing the training requirements mandated by this chapter, or by rules adopted by the board, the total expense of the training, including, but not limited to, salary paid during training, transportation costs paid to the trainee for travel to and from the training facility, room, board, tuition, and any other related training expenses,

shall be reimbursed to the municipality, county, fire district, or the state which paid for the training. The municipality, county, fire district, or the state which paid for the training shall submit an itemized sworn statement to the new employer of the EMSP, shall demand payment thereof, and may enforce collection of the obligation through civil remedies and procedures. The EMSP shall have the same meaning as in Section 22-18-1. (Acts 1996, No. 96-626, p. 997, §2; Act 2002-424, p. 1090, §1; Act 2010-584, p. 1304, §1.)

3. Firefighters will be required to sign FERPA agreements allowing authorized MFRD personnel to communicate with Education Staff regarding grades, attendance, and overall progress in coursework.

3. Financial Assistance Procedures

a. Authorization Letter

1. Prior to the start of classes, the Chief of Staff will send a letter to the registrar's office of the chosen college to confirm which personnel are approved for financial assistance for fees and tuition.

b. Invoicing and Payment

1. After the drop date, the colleges will send invoices to MFRD for the approved personnel.
2. The department will verify the invoice names against the list of approved personnel.
3. Once verified, the invoice will be submitted for a requisition to the City Purchasing Department for a Purchase Order (PO).

4. Course Curriculum and Costs

a. Curriculum Standards

1. The paramedic program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.
2. Pre-requisites include:
 - Current National Registry of Emergency Medical Technicians (NREMT) certification
 - State of Alabama EMT license
 - Course completion certificate from a state-approved Advanced Emergency Medical Technician (AEMT) course
 - If holding NREMT AEMT certification, an Alabama AEMT license is required.

b. Course Details and Costs at USA

Advanced EMT (Only one semester)

- **Courses:** EMS 140, EMS 141, EMS 143, EMS 210, EMS 200
- **Total Credit Hours:** 15
- **Tuition:** \$5835.00
- **Fees:** \$466.00
- **Textbook:** \$792.39
- **Total Cost:** \$7093.39

Paramedic First Semester (P1)

- Courses: EMS 212, EMS 214, EMS 216, EMS 217
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Textbook: \$650.95 - \$867.95
- Total Cost: \$5,699.95 - \$5,916.95

Paramedic Second Semester (P2)

- Courses: EMS 240, EMS 242, EMS 244, EMS 245, EMS 247
- Total Credit Hours: 12
- Tuition: \$4,668.00
- Fees: \$381.00
- Manuals: \$130.00 (ACLS and PALS)
- Total Cost: \$5,179.00

Paramedic Third Semester (P3)

- Courses: EMS 295, EMS 297
- Total Credit Hours: 7
- Tuition: \$2,723.00
- Fees: \$281.00
- Assessment Package: \$120.75
- Total Cost: \$3,124.75

Total Program Cost: \$14,003.70 – \$14,220.70 \$21,097.09-\$21,314.09

Note: Costs do not include clinical uniforms or other miscellaneous fees. Clinical uniform requirements vary based on clinical site and may include navy blue scrubs or USA EMS Student polo with navy blue EMS pants, black shoes/boots, and a black belt. A stethoscope is also required.

c. Course Details and Costs at CCC

Advanced EMT (Only one semester)

- **Courses:** AEMT, AEMT Clinical
- **Total Credit Hours:** 9
- **Tuition:** \$1,143.00
- **Fees:** \$481.00
- **Textbook:** \$200.00
- **Total Cost:** \$1824.00

Paramedic First Semester

- **Courses:** Paramedic Cardiology, Paramedic Operations, Paramedic Pharmacology, Paramedic Clinical I
- **Total Credit Hours:** 8
- **Tuition:** \$1328.00
- **Fees:** \$95.50
- **Textbook:** \$325.00
- **Total Cost:** \$1962.50

Paramedic Second Semester

- **Courses:** Paramedic Medical Emergencies, Paramedic Trauma Management, Paramedic Special Populations, Paramedic Clinical II
- **Total Credit Hours:** 11
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Paramedic Third Semester

- **Courses:** Paramedic Transition to Workforce, Advanced Competencies for Paramedics, Paramedic Field Preceptorship, Paramedic Team Leadership
- **Total Credit Hours:** 10
- **Tuition:** \$1826.00
- **Fees:** N/A
- **Textbook:** N/A
- **Total Cost:** \$1826.00

Total Program Cost: \$7296.50

(Note tuition cost are subject to change based on the school)

5. Additional Responsibilities

a. Health and Immunizations

1. Students must show proof of health insurance or sign a waiver.
2. Proof of required immunizations must be provided. MFRD Health and Safety Officer will assist in coordinating immunizations if needed by Firefighters.

b. Travel and Equipment

1. Students are responsible for travel expenses to and from clinical and field internship sites.
2. Purchase of required clinical equipment will be MFRD's responsibility.

c. Certification Maintenance

1. Students must maintain current Healthcare Provider (CPR) certification and Advanced EMT licensure throughout the program.

6. Compliance and Enforcement

All firefighters participating in this program are expected to adhere strictly to the outlined procedures and requirements. Non-compliance may result in financial reimbursement to the City and other disciplinary actions as deemed necessary by MFRD administration.

7. Recruit Initial Emergency Medical Technician (EMT) Training

The District Chief of Training will coordinate with University of South Alabama (USA) or Coastal Community College (CCC) to facilitate the training of new MFRD recruits that have not received EMT certification. The EMT course shall include such basic emergency medical training as required to meet the national standards, and it shall be delivered in-person.

a. Course Curriculum and Costs

i. Curriculum Standards

1. The EMT program follows the current Department of Transportation, National Highway Traffic Safety Administration, and 2021 National Emergency Medical Services Education Standards.

ii. Curriculum Cost

1. USA - \$2,000.00 / per student not to exceed twenty-five (25).
2. CCC - \$1,745.00 / per student not to exceed twenty-five (25).



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize service contract SC-018-24 with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City of Mobile facilities; NTE \$300,000.00; sponsored by Mayor Stimpson (submitted by Cassie Boatwright, Real Estate Asset Management Dept and Cliff Thomas, Facilities Maintenance)

Amount of Contract:

NTE \$300,000.00 yearly

Funding Source

CO837 HVAC Repairs & Maintenance-Vars Loc (20002000-48010)

ATTACHMENTS:

1. CIVICPLUS routing for SC-018-24 HVAC Maint & Repair

REVIEWERS:

Katie Cassil
Cassie Boatwright
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	GORAM AIR CONDITIONING, INC.
Project Name:	SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR – VARIOUS CITY OF MOBILE FACILITIES
Project Number:	SC-018-24
Amount:	NTE \$300,000.00 PER YEAR

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HVAC REPAIRS & MAINTENANCE-VARS LOC (SERVICE CONTRACT)

CAPITAL PROJECT #: C0837 (20002000-48010) DATE OF RECEIPT: _____

BUILDING SERVICES PROJECT #: SC-018-24

CONTRACT AMOUNT: NTE \$300,000.00

PROJECT DESCRIPTION: TO PERFORM ALL HVAC MAINTENANCE AND REPAIRS AT VARIOUS CITY OF MOBILE FACILITIES

VENDOR NAME: GORAM AIR CONDITIONING INC.

VENDOR NUMBER: 074050

DEPT #: 3035 DEPT NAME: FACILITIES MAINTENANCE

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 10/17/2024

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into _____ day of _____, in the year 2024.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License Number: 195350

City of Mobile Vendor Number: 074050

State of Alabama Business Entity Number: 000-036-895

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to

exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

BASE BID – MAINTENANCE & REPAIR SERVICES - for all Basic Services as specified shall be billed as follows:

Hourly rates for HVAC Maintenance and Repair services shall be as follows:

HVAC Technician:

Hourly Labor Rate	\$ <u>80.00</u> /hour
(between 8am and 5 pm)	
Overtime Labor Rate	\$ <u>80.00</u> /hour
(after 5pm and on weekends)	

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus fifteen (15%) percent.

ARTICLE 4. Payments:

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

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. One (1) original invoice shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to: City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, Alabama 36604. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

ARTICLE 6. Contract Documents:

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

1. This Instrument (Agreement)
2. Scope of Work
3. Exhibit A - Facility Equipment List
4. Bid Form
5. DBE Waiver Form

6. Alabama Secretary of State Business Entity Documentation
7. E-Verify Documentation
8. Certificate of Liability Insurance with Endorsements
9. General Conditions
10. Addendum One, dated June 6, 2024

ARTICLE 7. Insurance:

7.1 Required coverage:

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

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

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

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

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

C. Excess/Umbrella Liability insurance

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

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or

terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

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

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

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

7.2 General

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

ARTICLE 8. Miscellaneous Provisions

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

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

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

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

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

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

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

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

8.11 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to

affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 9. Signature:

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

OWNER: City of Mobile

SERVICE CONTRACTOR:
Goram Air Conditioning, Inc.

Signature

William S. Stimpson, Mayor, City of Mobile
Printed Name and Title

Signature

Darren Deas/Vice President
Printed Name and Title

ATTEST:

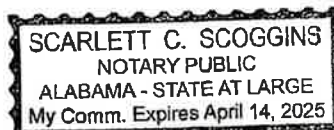
City Clerk

STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as Vice President of Goram Air Conditioning, Inc. and after being duly sworn, did depose and say that he/she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Vice President.
Sworn to and subscribed for me this 15 day of July, 2024.

Scarlett C. Scoggins
NOTARY PUBLIC

My Commission Expires: 4.14.25



END OF SECTION

CONTRACT AGREEMENT
PAGE 6 OF 6

SCOPE OF WORK
SC-018-24
HVAC MAINTENANCE AND REPAIR

General:

Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include, **but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:

Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facilities Maintenance, Department. All maintenance and repair service shall be scheduled by the Building Maintenance Superintendent or designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of

hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facilities Maintenance Department. Service Contractor shall notify the Facilities Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:

Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m. Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facilities Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facilities Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facilities Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including reasonable travel time.

Each service must be invoiced separately, and an invoice received no later than the 25th day of each month in which the work was performed.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:

Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

END OF SECTION

**EXHIBIT A
HVAC MAINTENANCE AND REPAIR
FACILITY EQUIPMENT LIST**

Mobile Animal Shelter 855 Owens Street		
Manufacturer	Model #	Capacity
Goodman	GSH130481AF	4 tons
Rudd	M2206 12886	NA
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
Comfort Aire	NA	1.5 tons
LG	NA	1.5 tons
Whirlpool	NA	1.5 tons

Azalea City Golf Course 1000 Gaillard Dr.		
Manufacturer	Model #	Capacity
Fosteria	NA	1.5 tons
Friedrich	NA	1.5 tons
Fireshield	EST	NA
Trane	2TTB2060A	5 tons
Rheem	RA1442AJINA	4 tons
Rheem	RA1442AJINA	4 tons
Trane	2TTB2072A	6 tons
Trane	2TTB2072A	6 tons
Trane	2TTA3036A	3 tons

Hurtel (Wright) Armory 1900 Hurtel Street		
Manufacturer	Model #	Capacity
Samsung	AQX36VFUAGM	3 tons
Samsung	AQX36VFUAGM	3 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC030500	3 tons
Mitsubishi	Mini-split	2 Tons
Trane	38YCC048540	4 tons

EXHIBIT A
PAGE 1 OF 12

Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC060540	5 tons
Trane	38YCC048540	4 tons
Daikin	DZ13SA0603AA	5 tons
Daikin	PH13PR060-H	5 tons
Daikin	DZ13SA0603AA	5 tons
Trane	TWA036D300A0	3 tons
Goodman	GSH13036ICC	3 tons
Goodman	GSH13042IBB	3.5 tons
American Standard	4A7C3042A3000BA	3 tons
Goodman	GPG1330070M41BA	6 tons

Library Administration 700 Government Street		
Manufacturer	Model #	Capacity
Armstrong Air	13ACD-036-230-15	3 TONS

Library Local History and Genealogy 753 Government Street		
Manufacturer	Model #	Capacity
Bryant	569DPX090000AA	7.5 tons

Ben May Main Library 701 Government Street		
Manufacturer	Model #	Capacity
TACO	FL-2511	130 GPM/7.5 HP
TACO	FL-2511	130 GPM/7.5 HP
Trane	RTAC-1554	155 Tons
TACO	FL-2513	295 GPM/20 HP
TACO	FL-2513	295 GPM/20 HP
Trane	BCVC036	1260 CFM
Trane	BCVC036	750 CFM
Trane	BCVC0024	600 CFM
Trane	BCVC0090	2350 CFM
Trane	BCVC036	1000 CFM
Trane	BCVC0024	700 CFM

Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2450 CFM
Trane	BCVC036	825 CFM
Trane	BCVC0072	2450 CFM
Trane	BCVC0024	700 CFM
Trane	BCVC0090	2900 CFM
Trane	BCVC0090	3600 CFM
Trane	BCVC0054	1775 CFM
Trane	BCVC0072	2200 CFM
Trane	BCVC036	1100 CFM
Trane	BCVC0018	650 CFM
Trane	BCVC036	1500 CFM
Trane	BCVC0054	2025 CFM
Trane	BCVC0054	1400 CFM
Trane	BCVC036	1200 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC0072	1700 CFM
Trane	BCVC036	1600 CFM
Trane	BCVC0072	2000 CFM
Trane	BCVC0090	2650 CFM
Trane	BCVC0090	3450 CFM

Municipal Archives 457 Church Street		
Manufacturer	Model #	Capacity
Bryant	576BPX300000	48 tons
Bryant	576BPX300000	48 tons
Trane	NA	15 hp
Trane	NA	15hp

History Museum of Mobile 111 South Royal Street		
Manufacturer	Model #	Capacity
Trane	MCCA006UB000A000U	3000 CFM
Trane	MCCA008GAW0ABBB000D0 EAA00C0A0000BA000D000	4000 CFM
Trane	MCCA008GAW0ABB000E0E EAA0C0A0000AA000D0000	4000 CFM
Trane	MCCA010GAW0ABB000D0C EA00C0A0000AC000D0000	5000 CFM

Trane	MCCA012GAW0ABB000F0E EAA0C0A0000BC000D0000	6000 CFM
Trane	MCCA021CAK0C0F0A000000 0	10500 CFM
Trane	MCCA025ACH0CA0D000	12500 CFM
Trane	MCCA010MAH0C0C0A00AC 0000000	5000 CFM
Trane	MCCA021GAW0ABA000F0C EAA0C0A0000AC000D00000	10500 CFM
Trane	MCCA012MAH0C0C0A00AC 000000000	6000 CFM
Trane	MCCA012GAW0ABC000F0C EAA0C0A0000AC000D00000	6000 CFM
Trane	MCCA012BDJ0C0EA0000000	6000 CFM
Raypak	H2-2500	2,499 MBH
Trane	RTAA1004/L01A3DOBN	100 Ton
Trane	RTAA100AYL01A3DOB	100 Ton
Baldor	CAT. No. M3313T	10 HP
Baldor	CAT. No. M3313T	10 HP
Kone	456-230	12000 lb
Kohler	Kohler 400	400 kW
Metasys	NA	

Police – Special Operations 850 St. Anthony Street		
Manufacturer	Model #	Capacity
<i>1 chill water pump for the entire building (1975) no back up pump</i>		
<i>1 hot water heater for the entire building (1975) no back up pump</i>		
Trane Chiller #1	CGADC50GAFA1RE	
Trane Chiller #2	CGADC50GAFA1RE	
<i>1st floor fan/coil units, each has hot water coils and chill water coils; approx 35 units serving the first floor offices only pneumatic cw valves and bw valves</i>		
Airtherm	06-IL-F	
<i>Large air handler. 4th floor/attic serves 2nd and 3rd floors only. Installed in 1975 during building renovation. No visible tags or plates on the unit.</i>		
<i>Mixing pneumatic boxes on 2nd and 3rd floors above drop ceilings: Aeronca, Inc. Environmental Control Group.</i>		
Public Works Garage 770 Gayle Street		
Manufacturer	Model #	Capacity
Dayton	Not Visible	

Perfect Air	Not Visible	
Goodman	PCK024-1C	2 tons

Public Works Administrative/Service Buildings 770 Gayle Street		
Manufacturer	Model #	Capacity
Main Building		
<i>Unit Heaters - about 20 throughout the facility with some replacements</i>		
<i>Baseboard heaters - some legacy systems at toilet rooms and training room</i>		
Goodman	CK60-10	5 ton
Goodman	CK60-10	5 ton
Quietside (minisplit)	QSHC-182	2 ton
Payne	PA13NR024	2 ton
Gree (minisplit)	Not Legible	2 ton
Rheem	RAWL-090DAZ	7.5 tons
Goodman	GSC100904AC	7.5 tons
Goodman	GSC100904AC	7.5 tons
York	K4EU090A33A	NA
York	K4EU090A33A	NA
<i>There are approximately 9 through-wall units at individual office areas.</i>		
Truck Wash Bay		
Carrier	FB4ANF042	4 tons
Carrier	2099E12227	NA
Maintenance Division Office		
Payne	PA13NA036	3 tons
Rudd	UBHA 24J14SFBA1-T	2 ton
Goodman	GSL-4G-IL	3 tons
Sanitation		
Goodman	GSC130483CB	4 ton
York	HIRA036S25B	3 ton

Tillman's Corner Community Center 5055 Carol Plantation Road		
Manufacturer	Model #	Capacity
Trane	TWE240B300CA	20 Tons
Trane	TWE090A300CA	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BC	7.5 Tons
Trane	TWA090A300BB	7.5 Tons

Trane	TWA240B300BC	20 Tons
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West Regional Library 5555 Grelot Road		
Manufacturer	Model #	Capacity
TACO		5 HP
TACO		5 HP
Trane	RTAA1104XM01A3DOBP	110 TONS
Trane	RTAA1104XM01A3DOBP	110 TONS
TACO		20 HP
TACO		20 HP
Trane		17000 CFM
Trane		15000 CFM
Trane		16000 CFM
Trane		20000 CFM
Trane		6300 CFM

Western Administrative Complex (WAC) 4851 Museum Dr.		
Manufacturer	Model #	Capacity
Carrier	FA4ANF042	3-ton
unknown	unknown	approx 10-Ton
Samsung	unknown	approx 1.5-To
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	TWE060P130B0	3-Ton
Trane	CGAFC60EAI1A100000009	approx 110-Ton
Trane	TWP036C100A3	3-Ton
Goodman	GSH130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Goodman	GSG130601AC	3-Ton
Quietside	QSHC-242	1.5-Ton
Carrier	unknown	2-ton
Quietside	unknown	1.5-Ton
Quietside	unknown	1.5-Ton
Samsung	AR09JSALBWKNC	2-ton
Trane	CCDB17AEGE0	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton
Trane	CCDB12BNEE	approx 20-Ton

EXHIBIT A
PAGE 6 OF 12

Modine	unknown	180,000-BTU
Liebert	MCS056E8YDA098	20-Ton
Liebert	MCS056E8YDA098	20-Ton
Gemini	unknown	approx 10-Ton
Bryant	580FPU150224ABGA	12.5 Ton
Carrier	unknown	approx 10-To
Mitsubishi	MUH09EW	1.5-Ton
Mitsubishi	MUH09EW	1.5-Ton
Samsung	ARO9JSALBWKC	2-ton
Carrier	unknown	1.5-Ton
Carrier	unknown	1.5-Ton
Mitsubishi	unknown	1.5-Ton
Yok-Sipley	SPW-50-N	675,000-BT
Taylor Power Systems	TD275	280-kW
Taskmaster	unknown	unknown
Taskmaster	unknown	unknown
Simples	unknown	unknown

Police Central Headquarters 2460 Government Street		
Manufacturer	Model #	Capacity
(1) - Goodman	Split System	1.5 Ton
(2)- Carrier	Package Unit	3 Ton
(2) - Rheem	Split System	7.5 Ton
(1) -Trane	Split System	7.5 Ton
(1) Trane	AHU	10 Ton
(1) Rheem	AHU	10 Ton
(4) Rheem	Condenser	5 Ton
(2) Rheem	Split	4 Ton
(2) Trane	Water Cooled AHU	10 Ton
(1) Rheem	AHU	2 Ton
(3) Trane	Water Cooled AHU	5 Ton
(1) Trane	Water Cooled AHU	6 Ton
(1) Carrier	Condenser	4 Ton
(1) Carrier	Condenser	3 Ton
(1) Trane	AHU	7.5 Ton
(1) York	AHU	7.5 Ton
(1) Goodman	Condenser	7.5 Ton
(1) Trane	Condenser	2 Ton
(1) Gibson	Condenser	unknown
(2)	Roof Top Cooling Towers	7.5 Ton
(1) Bohn	Condenser	

EXHIBIT A
PAGE 7 OF 12

(1) Bard	Trailer Unit	3 Ton
FS 3 - Central Fire Station 701 St Francis Street		
Manufacturer	Model #	Capacity
(1) Bryant	Split System	10 Ton
(1) Goodman	Split System	3.5 Ton
(1) Trane	Package Unit	15 Ton
(1) Ruud	Split System	6 Ton
(3) Perfect Air	Window Unit	24K Btu
(1) Goodman	Split System	2.5 Ton
(1) Goodman	Split System	3 Ton
(1) Bryant	Split System	2.5 Ton
(1) Goodman	Furnace	75000Btu
(1) Thermal Zone	Window Unit	18000 Btu
(3) Comfort Air	unknown	18000 BTU
(1) Kraft	Window Unit	Unknown
(2) Frigidaire	Window Unit	Unknown

Explorem 65 Government Street		
Manufacturer	Model #	Capacity
Rheem	G75-75N-2	72.8 GPH
Rheem	82V52-2	50 Gal
Trane	MCCA014GAPOABC000G0EE A 0000BC00D	7000 CFM
Trane	MCCA021BCG0CADA0000000	10500 CFM
Trane	MCCA040GAP0ACA000J0EEA 0 0CAA000	20000 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA035MAC0BAB0DD000 0	17500 CFM
Trane	MCCA030BAG0C)CA0000000	15000 CFM
Raypak	H3-1468A	726 MBH
Raypak	H3-1468A	726 MBH
Trane	CVHE500	500Ton
BAC	NA	NA
Marathon	286TTDCA6026	25 HP
Baldor	CAT. No. EM3311T	7.5 HP
Marathon	PVH	30 HP

EXHIBIT A
PAGE 8 OF 12

Trane	TTA072C400A0	6 Tons
Trane	NA	NA
Trane	NA	NA
Pure	PS-14.5 (D)	
Siemens	NA	

Mobile Civic Center – Expo Hall 401 Civic Center Drive		
Manufacturer	Model #	Serial #
AC1	TYPE L-35	K2K227625
AC2	TYPE L-35	K2K227626
AC3	TYPE L-17	K2K227627
Rheem Water Heater	PROG50-38N RH58	Q431409700
Raypak Boiler	C-1630T	102051
3HP hot water pump motor		
Mobile Civic Center – Expo Hall West Exhibit Promenade 401 Civic Center Drive		
Manufacturer	Model #	Serial #
Trane Rooftop Package Unit	TDC360B40K0B1BA1AB00000 HH0000000	C13H00445
AC-1	AIR HANDLER IN CEILING	

Mobile Civic Center – Theater 401 Civic Center Drive		
Manufacturer	Model #	Serial #
Trane (R-22)	RTHB180FLF00LWP000UNN3 LF2LFFV0040	U97G03229
Carrier – ACT #1	39AC10D3496-3	63191615
Carrier – ACT #2	39AC6032TH1	63191560
Carrier – ACT #3	39AC5007TH1	53191558
Carrier – ACT #4	39AC11D3595-2	63191627
Carrier – ACT #5	39AC6057UBF5	63191562
Carrier – ACT #6	39AC9D2398-4	63191602

Carrier – ACT #7	39AC14D6095-2	63191640
Carrier – ACT #8	39AC5007TH2	63191557
Carrier – ACT #9	39AC6032TH1	63191561
Evapco Cooling Tower	AT 8-312B	951328
Frigidaire Window Unit - Sound Booth	FRH18EMT2	KK95140714
Maytag Window Unit - Backstage	MEY18F7F-B	KR197613288Y
Laars Boiler	LC-770	125924
Hurst Boiler	LPE-G-90-30W	LPE3363011
Speedaire Air Dryer	3YA50A	GR015A1151312038
15HP Condenser Water Pump Motor		
15HP Chilled Water Pump Motor		
2ea – 5HP Hot Water Pump Motors		
Air Compressor		
3/4HP Pump Motor for Domestic Hot Water		
4ea – Hanging Hot Water Bay Heaters		
3/4HP Pump Motor Booster Pump		

Mobile Civic Center – Arena 401 Civic Center Drive		
Manufacturer	Model #	Serial #
AHU A-1	VCASR01R0DN	K88E15940
AHU A-2	VCASL01L0DN	K88E15941
AHU A-3	VCASR0160DN	K88E15930
AHU A-4 Trane	VCA5L01L0DN	K88E15942
AHU A-5	VCS8R01RRBJ	K88E16158
AHU A-6	VCS8L01LLBJ	K88E161559
AHU A-7	Meeting Room 16 in Ceiling	

AC-1	West Exhibit Promenade in Ceiling	
AC-2	East Exhibit Promenade in Ceiling	
AC-3	Meeting Room 14 in Ceiling	
AC-4	Backstage in Ceiling	
AC-5	Backstage in Ceiling	
AC-6	Backstage in Ceiling	
AC-7	39AC7D239 5-1	63191584
AC-8	39AC10D359 8-4	63191630
AC-9	39AC10D359 8-4	63191631
AC-10	39AC8D239 8-4	63191596
AC-11	39AC11D359 5-6	63191629
AC-12	39AC10D359 8-4	63191632
AC-13	39AC13D359 5-1	63201742
AC-14	39AC13D359 5-1	63191638
AC-15	39AC13D359 5-1	63201743
AC-16	39AC13D359 5-1	63191639
AC-17	39AC13D359 5-2	63201740
AC-18	39AC13D359 5-2	63201744
AC-19	39AC13D359 5-2	63201741
AC-20	39AC13D359 5-2	63201745
AC-21	East Spot Light Cat Walk	
AC-22	North Spot Light Cat Walk	
AC-23	West Spot Light Cat Walk	
AC-66	39AC8D2239 5-2	63191595
AC-67	39AC8D239 5-1	63191594
AC-68	Concourse Cat Walk	
AC-69	In Ceiling	
Trane Outdoor for Kitchen	TTA180B400FA	347329TAD

Trane Package Unit for Ticket Booth	TCH024A100AA7	
Hurst Boiler	S3.G.100.30W	D5500.30.1
Hurst Boiler	S3.G.100.30W	D5500.30.2
Trane Chiller	CVHE050FA2L03UL225627D6 N1C0000000T00F0000010	L97F04522
Carrier Chiller	19XR-4242384CPH64	2099J57902
Marley	Big Cooling Tower	
2ea = Evapco	Little Cooling Towers	
2ea = 40HP Condensing Water Pump Motors		
2ea = 75HP Chilled Water Pump Motors		
Raypak Boiler	W1-1468A-CCDRDAA	9312112311
2ea = Air Compressors		
2ea = Booster Pumps for Expo Hall		
2ea = Hot Water Booster Pumps		
2ea = Hot Water Pumps		
2ea = Domestic Hot Water Pumps		
1ea = Small Boiler		
1ea = Air Dryer		
2ea = Loggia	Air Handlers in the Ceiling	
Hot Water Pump for Loggia		
Cold Water Pump for Loggia		
Kitchen Air Handler		

END OF SECTION

EXHIBIT A
PAGE 12 OF 12

BID FORM

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

TO: CITY OF MOBILE
FACILITIES MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT - VARIOUS CITY OF MOBILE
FACILITIES - HVAC MAINTENANCE AND REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-018-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facilities Maintenance Department and dated May 29, 2024; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facilities Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc

ADDRESS: 1252 Houston Street, Mobile, AL. 36606 **PHONE:** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

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

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

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

B. Reference #2:

Company Name: Baldwin County Board of Education
Company Address: 2660 North Hand Ave., Bay Minette, AL., 36507
Telephone: 251-554-4804 Email: fboatwright1@bcbe.org
Type of Work: HVAC/Mechanical
Date(s): 12/1/1977 thru Present

C. Reference #3:

Company Name: Georgia-Pacific
Company Address: Naheola Mill, 7503 HWY 114, Pennington, AL., 36916
Telephone: 205-459-1855 Email: Chris.Weaver@gapac.com
Type of Work: HVAC/ Mechanical
Date(s): 10/1/1980 thru Present

Questions:

- 1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
- 2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.
- 3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

6. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:Goram Air Conditioning Company, Inc

(Typed)

BY: 

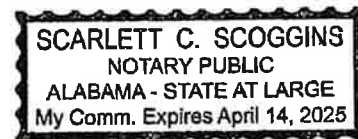
(Signature of Company Officer)

COMPANY OFFICER: Darren Deas

(Typed)

TITLE Vice President

(Typed)

DATE July 10th, 2024Sworn to and subscribed before me this 10th day of 20 24
Notary Public**END OF SECTION**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# SC-018-24 Current Date 5.00 / 29.00 / 24.00

Project Description Service Contract- VARIOUS CITY OF MOBILE FACILITIES- HVAC Maintenance and Repair

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.

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

HVAC Services for the City of Mobile

Chad B. Holm
Requested By (Department Director)

Building Services Project Manager 5/29/24
(Title) (Date)

(Signature)
251-208-7519

Telephone Number
Archnique Kidd

chad.holm@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)
Archnique Kidd

Supplier Diversity Manager
(Title)

6/5/2024
(Date)

(Signature)

Approved By (CAO)



Alabama Secretary of State



Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

253, 8.31 AM

20200228 12:00:00 PM

Goram Air Conditioning Company, Inc.												
Report Year	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
Transactions												
Transaction Date	05/28/2002											
Registered Agent Changed From	* Added											
Transaction Date	09/02/2021											
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606											
Scanned Documents												
PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF PDF												
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.											
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.											

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



Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2024

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: Charity Tout PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): E-MAIL ADDRESS: CTout@higginbotham.com	
License#: 2081754 GORAIR-01		INSURER(S) AFFORDING COVERAGE	
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606		INSURER A: Middlesex Insurance Company INSURER B: Alabama Self-Insured Worker's Compensation Fund INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 23434 0 23612	

COVERAGES

CERTIFICATE NUMBER: 1944660382

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 ☒ PROJECT ☐ LOC OTHER:			A0160905003	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2024	1/1/2025	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 \$ 0			A0058895	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B 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	N/A	P100546AL2024 PUAL129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2024	1/1/2025	Limit: \$100,000 Ded: \$1,000

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Policy Number: A0160905002

NAIC# 23434

Carrier: Middlesex Insurance Company

Policy Term: 1/1/2024 - 1/1/2025

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile AL 366331827
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: GORAAIR-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR SC-018-24

Certificate holder is complete to include: City of Mobile

GENERAL CONDITIONS

May 29, 2024

1. GENERAL REQUIREMENTS:

- A. The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. The Work:** The term “Work” means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor’s obligations.
- D. The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor’s Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A.** The “Owner” is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facilities Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

- J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

- B. The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
6. **PAYMENTS:**
- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor’s Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents
7. **SAFETY:**
- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
- 4) Claims for damages insured by usual personal injury liability coverage;
- 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 7) Claims for bodily injury or property damage arising out of completed operations; and
- 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single
limit and Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|-------------------------|-----------------------------|
| a) Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and | \$1,000,000 combined single |
| | limit Property Damage |

4) Excess/Umbrella Liability:

- a) \$2,000,000 combined single limit of liability each occurrence for
bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or

- 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
- 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities - HVAC
Maintenance and Repairs

Project #SC-018-24

Date: June 6, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated May 29, 2024. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

- Item 1. The Pre-Bid Conference Attendance Roster, dated June 5, 2024, and Agenda are attached and form part of Addendum No. 1.
- Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.
- Item 3. The Bid Receipt and subsequent Bid Opening date has been postponed to June 26, 2024. The associated time and location remain unchanged.

END OF ADDENDUM NO. 1

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Page 1 of 1

**Service Contract – Various City of Mobile Facilities –
HVAC Services**

Project # SC-018-24

PRE-BID CONFERENCE

10:00am Wednesday, June 5, 2024
850 Owens Street, Mobile, Alabama 36604

AGENDA

- 1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
 - A. Introductions – Building Services Department, Project Manager
Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
Public Superintendent
Clifton Thomas, 251-208-1575 office; thomasc@cityofmobile.org
- 2) **Discussion of Scope of Work:**
 - A. The scope of this project is to:
 - 1) Provide a Base Bid for furnishing all labor, materials, tools, supplies, equipment, miscellaneous fees, transportation, and other items as necessary for the performance and successful completion of HVAC services for various City of Mobile buildings and facilities on an "as needed" basis, as directed by the City of Mobile, Facility Maintenance Department, as outlined in the Bid Documents, dated May 29, 2024.
 - B. Possess a General Contractor License and employ at least 15 experienced (1 year experience as journeyman or higher) and certified HVAC technicians. Supply all EPA Universal Technician Certifications for each Journeyman level or above HVAC technician that will work on City equipment. A City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
 - C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for repairs and shall secure the area of the site in which they are working.
 - D. Site access shall be limited to pre-approved locations agreed upon in advance by the Public Buildings Superintendent and designated representatives and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
 - E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
 - F. Work hours shall typically be 7am to 5pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 5pm. After hours shall be from 5pm to 8am.
 - G. Upon coordination with the Public Buildings Superintendent, Contractor shall start with the project within 10 days following the written Notice to Proceed.
 - H. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.
- 3) **Bidding instructions, forms, special requirements and time:**
 - A. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to thomasc@cityofmobile.org.
 - B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.
 - C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
 - D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically

disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.

- E. Receipt of Sealed Bids shall be Wednesday, June 19, 2024, no later than 2:00 P.M., in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
- F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

- 1. A valid City of Mobile business license for the duration of the contract period
- 2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- 3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
- 4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- 5. On all documents: City of Mobile Business License, General Contractor's License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be exactly the same.

5) Payment requirements.

- a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Facilities Maintenance Department. Invoices shall be received no later than the 25th day of each month.

6) Adjourn



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor
Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember

Purpose and Scope of Project:

Approve contract with Osprey Initiative, LLC for professional services.

Amount of Contract:

\$500,000.00

Funding Source

ATTACHMENTS:

1. Citywide Stormwater Litter Collection and Analysis Services (Osprey Initiative, LLC)

REVIEWERS:

Jessica White
Nicholas Amberger
Donna Bryars
Chris Kern
James Barber

CONTRACT #

PROJECT NAME: Citywide Stormwater Litter Collection and Analysis Services

CAPITAL PROJECT #: N/A DATE OF RECEIPT: _____

DEPT. PROJECT # N/A

PROJECT DESCRIPTION: _____

CONTRACT AMOUNT: \$500,000.00

VENDOR NAME: Osprey Initiative, LLC

VENDOR NUMBER: 295756

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)	10043005.42200
Performance-Contributed	Contractual	Non Contractual	

Prepared by: Jessica White Date 10/22/2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Osprey Initiative, LLC, for approximately twelve months, renewable annually for two additional one-year periods, for stormwater litter collection and analysis services 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: Osprey Initiative, LLC

Project Name: Citywide Stormwater Litter Collection and Analysis Services

Estimated Cost: \$500,000.00

Adopted:

City Clerk



Professional Services Contract City of Mobile

Citywide Stormwater Litter Collection and Analysis Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2024, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Osprey Initiative, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in the collection, tracking, analysis, and control of waterborne litter streams using engineered proprietary tools and processes, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained within this Agreement shall control.

B. The City Engineer, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based on the rate and equipment schedule in **Exhibit B**. Contractor will submit to City monthly invoices itemizing all work done during the previous month, to include labor rates and hours itemized work. The total

amount of compensation due to Contractor for services, supplies, and additional services provided under this contract will not exceed \$500,000.00 per year. Compensation for each of the two following one-year renewal periods will not be increased, unless both parties agree in writing to a specific higher amount. Contractor will ensure that services performed and billed do not exceed this amount absent specific approval by the City. Contractor will alert City when accumulated amounts due to Contractor for all services performed under this contract reach within ten percent of the not-to-exceed amount during any contract period, and will cease performance of additional service until mutual written agreement sets a higher not-to-exceed amount.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue until September 30, 2025, and thereafter be renewable for two additional one-year periods with the consent of both parties.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

C. 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.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile,

Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

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

J. 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, if said claim or loss arises out of or is related to any negligent or wrongful act or omission of CONTRACTOR. In performance of the obligations and work under the Contract or otherwise undertaken by the CONTRACTOR.

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

a. 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)

- (3) Bodily injury and property damage combined:
\$500,000 per occurrence

c. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

d. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

e. City agrees to accept the actual, enforceable insurance coverage required by this subpart 4.Q. in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

L. The City's representative for purposes of this Agreement is the City Engineer. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Engineer
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Osprey Initiative
2350 Halls Mill Road
Mobile, Alabama 26532

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

N. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

O. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

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

Q. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Osprey Initiative, LLC, Contractor

BY: Donald W Bates

Date: 10/11/24

Its Owner / President (Title)

ACKNOWLEDGEMENT

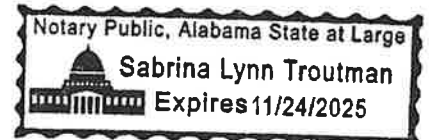
The State of Alabama
Mobile County}

I, Sabrina Lynn Troutman, a Notary Public, in and for said County in said State, hereby certify that Donald Bates whose name as Owner of the Osprey Initiative, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11th day of October, 2024

Sabrina Lynn Troutman
(Seal) exp 11/24/25

Notary Public



CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Statement of Work
B Rate Schedule
C Evidence of Insurance

Exhibit A

Statement of Work

- A. The Contractor (Osprey Initiative, LLC) should have a thorough understanding of storm water issues specific to the City of Mobile, as well as the strengths and weaknesses of the Litter Program.
- B. Maintain six (6) "Litter Gitters" within the Dog River Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- C. Maintain six (6) "Litter Gitters" within the Three Mile Creek Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- D. Maintain two (2) "Litter Booms" within the Three Mile Creek Watershed. "Litter Booms" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Boom utilizing the Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Boom. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- E. Maintain the Bandalong Litter Trap at Eslava Creek within the Dog River Watershed. Maintenance will be performed at a minimum of 2 times per month and upon request of the City. Osprey Initiative, LLC will also maintain the areas to the north and south of the litter trap of at least 100 yards. The Contractor will use data sheets and provide copies of these forms to the City of Mobile in conjunction with a monthly tracking spreadsheet.
- F. The Contractor will understand the City's Phase I MS4 NPDES Permit requirements and the City's Storm Water Management Program Plan (SWMPP) for the Bandalong Litter Trap and litter due to the services provided by the Contractor directly supporting compliance with the Permit requirements. The Contractor will understand litter abatement strategies and trends regionally within the state of Alabama and around the country.
- G. Osprey Initiative, LLC will maintain ninety-six (96) "Litter Interceptors" devices in the City. The "Litter Interceptors" will be maintained at a minimum of once per month and upon request of the City. New installation, if needed, of a Litter Interceptor device will be determined by City provided GIS storm water drainage info, site location reviews and approval from the City. Provide data sheets of litter/debris collected in each Litter Interceptor that identify the litter type, condition, and quantity. Additionally, the Contractor will clean any visible litter, trash, debris within a 50-yard radius of each Litter Inceptor that is within the City ROW. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.
- H. The City of Mobile will work with the Contractor to remove litter/debris from pre-selected ditches in the Dog River and Three Mile Creek Watersheds. This activity will be conducted

on a limited basis and at the sole direction of the City of Mobile. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

- I. Contractor will be required to perform two collection days every week on Dog River waterway system, to maintain the City's desired cleanliness performance standard in that waterway system. Contractor will be required to perform one collection day every week on either One Mile Creek or Three Mile Creek to maintain the City's desired cleanliness performance standard in that waterway system. A "collection day" will be defined as an 8-hour workday for one to two work crews as agreed upon between City and Contractor for each workday. With the City's advance approval, the collection day schedule may be adapted to meet the field conditions as they arise. The city recognizes that events outside the control of the contractor may occur related to weather or other issues. In the event that these issues arise, the contractor will keep the city informed and discuss reasonable remedies to assure requirements are met. At a minimum, averages for the month congruent with weekly goals will be met.
- J. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.
- K. Contractor shall remove all litter in the water and on the banks of the shoreline up to the top of the shoreline banks, including legacy material. "Litter" for the purposes of this project means paper, Styrofoam, plastic, cans, and any other manmade substance or object larger than three (3) inches and not part of a permanent structure.
- L. Removal of litter shall include any such described floatable on or near the surface of the water body that is visible to the naked eye, or any such described litter floating, submerged or deposited along the bank of the body of water at the water level, which is present at the time of removal, and ten (10) feet of the shoreline from the water's edge at the current water level.
- M. Cleanliness performance standard. Contractor will be required to maintain on an average monthly basis complete cleanliness of visible debris on 90% of the water and shoreline surface of the contracted waterways. It is recognized that rain events may temporarily result in debris coverage exceeding this standard, and vegetative coverage may result in variation of debris visibility.
- N. The Contractor may use any variety of methods of removal deemed efficient, including but not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife or cause a major distribution to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.
- O. The Contractor will be required to bag collected debris in low-density plastic trash bag of at least 2.0 mill thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.
- P. Contractor will be responsible for the movement of filled trash bags to a City designated collection location(s).
- Q. City may inspect the job site at any time.
- R. Contractor employees shall be courteous to the public at all times.
- S. Contractor employees shall wear the proper PPE's (Personal Protection Equipment) including always wearing appropriate life vests.
- T. Work may be performed only during daylight hours (dawn to dusk).
- U. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations.

Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.

- V. Contractor shall provide safety training to employees prior to the start of litter removal.
- W. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.
- X. Contractor shall notify the City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.
- Y. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substances are the contractor's responsibility. The Contractor shall notify the City in the event of a spill.
- Z. Failure to comply with safety and environmental requirements may result in the termination of the contract.
- AA. The Contractor will use GIS software to assist the City in accurately mapping the location of litter collection. The Contractor will assist with the database management of the field data collected. This information will be regularly reviewed and sent to the City. The field data may be included in the City's GIS litter tool.
- BB. The Contractor will meet with the City's Environmental Engineering Department representatives on a monthly basis to discuss progress on the various litter abatement tasks and strategies. Osprey Initiative, LLC will be included in the City's Litter Program as a technical adviser on litter strategies throughout the City of Mobile. The Contractor will meet with the City on a quarterly basis to discuss findings, results and litter abatement strategies.
- CC. The Contractor will generate an annual report detailing the work conducted in litter abatement activities and strategies.
- DD. The City of Mobile Project Manager will be the main point of contact for the City of Mobile for invoicing, data reporting and general communications. Invoicing will be submitted by the Contractor on a monthly basis.

Exhibit B
Rate Schedule

Labor Rates

<u>Job Description</u>	<u>Hourly Rate</u>
Sr. Project Manager	\$120.00
Project Manager	\$75.00
Crew Chief	\$60.00
Crew Technician	\$45.00
Clerical Staff	\$45.00

Equipment Rates

<u>Description</u>	<u>Day Rate</u>
Motorized Vessel	\$100.00
Canoe Trailer	\$50.00

<u>Description</u>	<u>Month Rate</u>
Litter Gitter	\$1500.00

Exhibit C
Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2024

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 Cadence Insurance, A Gallagher Company 760 Howard Avenue 2nd Floor Biloxi MS 39530	CONTACT NAME: Lisa Jones	
	PHONE (A/C, No, Ext): 228-436-5038	FAX (A/C, No): 228-256-8908
INSURED Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	E-MAIL ADDRESS: lisaf.jones@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1745955191**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ECP203817912	5/26/2024	5/26/2025	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX204058211	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 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)
Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, AL
205 Government Street
Mobile AL 36644

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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OSPRINI-01

NICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

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.

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

PRODUCER License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	CONTACT Nicole Ick NAME: PHONE (A/C, No, Ext): (619) 541-4832 FAX (A/C, No): E-MAIL ADDRESS: Nicole.ick@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Osprey Initiative, LLC c/o Personnel Management Inc. 242 Lynbrook Blvd Shreveport, LA 71106	NAIC # 31895	

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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 Y	N/A	AVWCAL3275492024	5/18/2024	5/18/2025	X 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

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

Proof of WC coverage

CERTIFICATE HOLDER

CANCELLATION

City of Mobile, AL
Government Plaza
205 Government Street
Mobile, AL 36644

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

Amy Nelson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2024

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  Brenda Simkins 1303 South Market Street Pascagoula MS 39567	CONTACT NAME: Brenda Simkins PHONE (A/C, No, Ext): 228-762-4822 E-MAIL ADDRESS: brenda.simkins.r8a9@statefarm.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25178
INSURED OSPREY INITIATIVE LLC PO BOX 66529 MOBILE AL 366601529		

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	ADD INSD	SUB 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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	573 0664-C02-01C 442 2877-D01-01D 546 4098-D01-01D	09/02/2024 10/01/2024 10/01/2024	03/02/2025 04/01/2025 04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	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				PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ 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)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE 205 GOVERNMENT ST. MOBILE AL 36602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  This form was system-generated on 10/07/2024
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ACORD 25 (2016/03)

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1001486 2005 155279 205 01-19-2023

Eastburn, Mary Collier

From: Kidd, Archnique
Sent: Thursday, October 17, 2024 11:49 AM
To: Eastburn, Mary Collier
Cc: Ginn, Rosemary; Mabry, Brian
Subject: Re: DBE APPROVAL FOR CONTRACT of Osprey Initiative, LLC Professional Services

Good morning,
Please allow this email to serve as the approval for the Osprey Initiative contract.

Archnique Kidd, Supplier Diversity Manager
City of Mobile
(251)208-7967

On Oct 17, 2024, at 9:39 AM, Eastburn, Mary Collier <mary.eastburn@cityofmobile.org> wrote:

Good Morning Archnique,

I am requesting DBE approval for a new contract for Osprey Initiative, LLC to be entered into Adobe Sign.
Please let me know if you have any questions.

Thanks,
Mary Collier

Mary Collier Eastburn, M.S.

Environmental Specialist

Engineering Department

Environmental Services

Mary.eastburn@cityofmobile.org

Direct: 251.208.7594

Cell: 251.529.7881

<image001.png>

<20241017_083222.pdf>



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "**DBEs**": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "**Good Faith**" **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

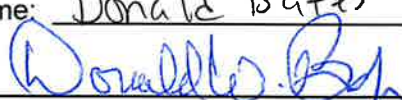
FORM 1: Background and Plan

Section I. Information about your company

Company	Osprey Initiative
Address	Physical 2350 Hills Mill Road Mobile, AL 36686 Mailing P.O. Box 66529 Mobile, AL 36660
Telephone	251-525-9727
E-Mail	Officeadmin@osprey-world

RFP/RFQ Solicitation Number	PSC - Citywide Stormwater Litter Collection and Analysis Services
Project Description	Citywide Stormwater Litter Collection and Analysis Services
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>10</u> Female <u>7</u> Minority _____ Non-minority _____ Vets _____ Total #of Employees <u>17 Ft 30+ part time</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Donald Bates
Signature:  Date: 10/16/21
Title: Owner / 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: Donald Bates Title: Owner / president
E-mail: don.bates@osprey-world Phone: 601-842-7305



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FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PSC - CityWide Stormwater Litter Collection and Analysis Services Your Bid/Proposal Amount \$ 500,000 Date: 10 / 16 / 24

Description CityWide Stormwater Litter Collection and Analysis Services

Name of Bidder/Proposer: Sprey Initiative, LLC

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Ephraim Environmental, LLC	251 259-7940	Road Crossings	\$75,000	15%	yes	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Osprey Initiative
Contact Person: Donald Bates Phone 601-842-7305 Email dbates@osprey-world.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 ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive from the Alabama Law Enforcement Agency (ALEA) a Notice of Award for grant assistance in the amount of \$16,676.51 for the 2022-FIL-96 Grant. There is no match requirement. (Sponsored by Mayor Stimpson) (Submitted by William Jackson, Chief of Police)

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 2022-FIL-96 Resolution
2. ALEA_Application_Print_Agreement_Package

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
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 Mayor is authorized to apply, accept and receive from the Alabama Law Enforcement Agency (ALEA), a Notice of Award for grant assistance in the amount of \$16,676.51 for the 2022-FIL-96 Grant. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Alabama Law Enforcement Agency (ALEA). Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

Alabama Law Enforcement Agency

Homeland Security Grant Program Subgrant Award

The Alabama Law Enforcement Agency hereby awards to

City of Mobile (Subrecipient)

the amount of

\$16,676.51

for the period of

11-01-2022 through 12-31-2024

Subgrant Number: *2022-FIL-96*

Subrecipient Unique Entity Identifier Number (UEI): *QV8KPHH9J8A3*

County: *Mobile County*

Federal Award Identification Number (FAIN):

Federal Awarding Agency:

CFDA Number:

**COOPERATIVE AGREEMENT
FEMA PREPAREDNESS GRANT
TERMS AND CONDITIONS**

1. Applicable Federal Regulations and Guidance: The Subrecipient, as defined in 2 C.F.R. § 200.1, must comply with the Code of Federal Regulations (C.F.R.), as applicable: 2 C.F.R. Chapter I, and Chapter II, §§ 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; to request reimbursement only for expenditures made in accordance with the "Approved Budget Detail Worksheet." Any modification to the Approved Budget Detail Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager, as designated by ALEA, prior to the execution of that modification.
2. Allowable Costs: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable C.F.R. referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.
3. Audit Requirements: The Subrecipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. § 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by the Alabama Law Enforcement Agency (ALEA) and/or any of its duly authorized representatives. If required, the audit report must specifically state that the report was done in compliance with 2 C.F.R. § 200, Subpart F – Audit Requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Subrecipient has not expended the amount of federal funds that would require a compliance audit. The Subrecipient agrees to accept these requirements.
4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate that a reduction in nonfederal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.
5. Project Implementation: If a project is not operational within 90 days of the original starting date the Subrecipient must state in the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date or operational date.
6. Written Approval of Changes: Any change to this award must be mutually agreed upon and approved in writing by ALEA, prior to implementation or obligation, and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings/Invoices for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The Subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R. § 200, Subpart D, as applicable, applicable provisions of the Code of Alabama 1975, and applicable municipal ordinances, rules, or regulations. Failure to follow the Federal, State, and local required bidding procedures will result in purchases being ineligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Subrecipient must comply with the provisions in this guide. This guide is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation and, at no time, may the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA). Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Obligations of funds dated after the expiration of the grant period are not eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the Approved Budget Detail Worksheet in order to be eligible for reimbursement. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Claims failing to meet the requirements listed in this subsection are subject to nonpayment.
12. Recording and Documentation of Receipts and Expenditures: The Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such source funds, and unexpended balances by source. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the FEMA Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award funds, real property, and other assets. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Subrecipient must be such that the Subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
14. Property Management Requirements:

Effective control and accountability must be maintained for all award-purchased property. The Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Subrecipient will ensure proper use, maintenance, protection, and preservation of such property.

 - a. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Recipient.
 - b. The federal procedures for managing equipment will be the responsibility of the Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:
 - (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- c. **Disposition:** In accordance with 2CFR 200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.
- d. **Vehicles:** The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. **Equipment Marking:** The Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.
15. **Performance:** ALEA may terminate funding or discontinue fund payments upon finding a substantial failure to comply with the laws or regulations governing these funds, including award conditions or other obligations established by ALEA. In the event the Subrecipient has received an award from ALEA but fails to perform the requirements described herein, the full amount of the award made shall be reimbursed to ALEA; however, if the requirements described herein are partially performed, then a proportional reimbursement shall be made to ALEA.
16. **De-obligation of Funds:** All expenditures of award funds must be completed, and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic de-obligation of the remaining award funds by ALEA.
17. **Americans with Disabilities Act of 1990 (ADA):** The Subrecipient must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified, as amended, at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all its subrecipients, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Subrecipients and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Subrecipient agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM), as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug Free Workplace Act of 1988* (41 U.S.C. §§8101-8106). The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
24. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
25. Compliance Agreement: The Subrecipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.
26. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in the Approved Budget Detail Worksheets. Specific provisions are provided below:
 - a. Equipment Storage: Rental or leasing of space for newly acquired, allowable equipment items is permitted. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
 - b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is permitted. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
27. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Subrecipient or Equipment Recipient for any of the following reasons:
 - a. Failure to comply substantially with the requirements or statutory objectives of the 2 C.F.R. 200, Subpart F, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification, other report or document.
 - f. Other good cause shown.
28. National Incident Management System (NIMS): The SAA meet the NIMS compliance requirements in order to receive Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive Homeland Security Grant Program funding.
- a. The Subrecipient of Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.
 - b. If any Subrecipient allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.
29. Alabama Mutual Aid System (AMAS) Agreement: When funding is provided for AMAS related activities, the Subrecipient agrees to remain a party to the AMAS Agreement.
30. Budget Detail Worksheet (BDW): The Subrecipient will submit a BDW to ALEA. The Subrecipient must receive ALEA's written approval of the BDW prior to obligating funds, making commitments, or purchasing any of the requested items. The Subrecipient's BDW will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises) and a valid estimate of the actual quantities and costs for the items. The BDW may only list items allowed in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the FEMA AEL. Additionally, a revised BDW must be submitted for any addition or deletion of items from the original. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. Submission of the electronic BDW is required.
31. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State Threat Hazard Identification and Risk Assessment (THIRA), and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After-Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.
32. Overtime and Backfill: Subrecipient must read and comply with the funding restrictions provided in Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized with the exception of Operation Stonegarden, and all requests for overtime must be coordinated in advance and approved by ALEA.

33. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Subrecipient must provide ALEA, the SAA, appropriate documentation required by HSGP guidance (for submission to FEMA) prior to any draw down of funds. Subrecipient must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation (EHP) Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.
34. Reporting Requirement: The Subrecipient agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Subrecipient agrees to submit a Final Report thirty days (30) after the grant end date.
35. Civil Rights Act of 1964-Title VI: All Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)*, which prohibits discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
36. Universal Identifier and System of Award Management: Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
37. SAFECOM: Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
38. National Environmental Policy Act: Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
39. Acknowledgement of Federal Funding from DHS: Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
40. USA PATRIOT Act of 2001: Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
41. Age Discrimination Act of 1975: Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
42. Civil Rights Act of 1964 § Title VI: Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

43. Applicability of DHS Standard Terms and Conditions to Tribes: The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
44. Notice of Funding Opportunity Requirements: All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
45. Trafficking Victims Protection Act of 2000 (TVPA): Recipients must comply with the requirements of the governmentwide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
46. Acceptance of Post Award Changes: In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
47. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Exec.Order No. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
48. Environmental Planning and Historic Preservation (EHP) Review: DHS/FEMA funded activities that may require an EHP review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
49. DHS Specific Acknowledgements and Assurances: All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - b. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
50. Best Practices for Collection and Use of Personally Identifiable Information: Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
 51. Civil Rights Act of 1968: Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Å 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-*i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
 52. Debarment and Suspension: Recipients are subject to the non-procurement debarment and suspension regulations implementing Exec. Orders Nos. 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
 53. Activities Conducted Abroad: Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
 54. Energy Policy and Conservation Act: Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. Å 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

55. Procurement of Recovered Materials: States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
56. Homeland Security Grant Program Performance Goal: In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.
57. Terrorist Financing: Recipients must comply with Exec. Order No. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
58. Prior Approval for Modification of Approved Budget: Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.
- Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
59. Hotel and Motel Fire Safety Act of 1990: In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
60. Duplication of Benefits: Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
61. Fly America Act of 1974: Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

62. Reporting of Matters Related to Recipient Integrity and Performance: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
63. Lobbying Prohibitions: Recipients must comply with 31 U.S.C. Ä 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
64. False Claims Act and Program Fraud Civil Remedies: Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. ÄÄ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. ÄÄ 3801-3812, which details the administrative remedies for false claims and statements made.)
65. Federal Debt Status: All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
66. Nondiscrimination in Matters Pertaining to Faith-Based Organizations: It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
67. Disposition of Equipment Acquired Under the Federal Award: When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Ä 200.313.
68. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX: Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. Ä 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.
69. Copyright: Recipients must affix the applicable copyright notices of 17 U.S.C. ÄÄ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
70. Reporting Subawards and Executive Compensation: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
71. Use of DHS Seal, Logo and Flags: Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
72. Whistleblower Protection Act: Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Ä 2409, 41 U.S.C. Ä 4712, and 10 U.S.C. Ä 2324, 41 U.S.C. ÄÄ 4304 and 4310.

73. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications: DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

74. Patents and Intellectual Property Rights: Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub- recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

- A. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (2) of this certification; and

- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



HELMSING
LEACH
ATTORNEYS AT LAW

CITY CLERK'S OFFICE

MOBILE, AL

August 12, 2024

MO, AUG 12, PM 4:02 RCV

VIA HAND DELIVERY

Lana Gauthier
City Clerk's Office
South Tower (9th Floor)
205 Government Plaza
Mobile, Alabama 36602

**Regarding: Alleyway Vacation
Wolfe's Alley; Our File No. 25589**

Dear Ms. Gauthier:

Our firm represents Michael Heath Stevens, who owns a single parcel of property located at 1001-1003 Oak Street, Mobile, Alabama. The owner desires to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley bifurcates Mr. Stephens' property and has been used as a driveway for years.

In accordance with the rules and regulations, the following utilities have been contacted: MAWSS, Alabama Power, Spire, AT&T, and Comcast. The consent of each utility is enclosed.

I am enclosing the \$100.00 filing fee payable to the City of Mobile. Please forward our application and enclosures to the various city department heads as quickly as possible.

If you need anything further at this time, please contact me at your earliest convenience.

Very truly yours,

KERI R. COUMANIS

KRC/khb
Enclosures

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MICHAEL HEATH STEPHENS, DANIEL L. McCLEAVE, NICKI PATTERSON, RAYMOND PELT, and DEBORAH A. PELT, IN THE CITY AND COUNTY OF MOBILE, ALABAMA

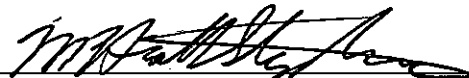
The undersigned, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson, as owners of the real property abutting that certain alley between owners' property and Oak Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioner, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

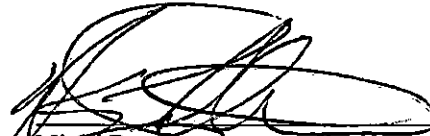
Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Mobile Area Water and Sewer System
AT&T
Alabama Power
Comcast

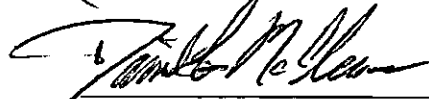
Dated this 9 day of July, 2024.



Michael Heath Stephens



Nicki Patterson



Daniel L. McCleave



Michael Lauglin



Caroline Wilson

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:

COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property") said property being more particularly shown on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owners, as the abutting and affected land owners, propose to vacate that certain alley lying between Owners' Property and Oak Street, said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, the Owners attest the City has never maintained or exercised any dominion or control over the alley and the public has not relied on the alley for access; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

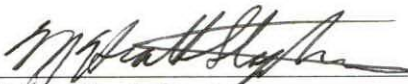
WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

- (a) An easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned.
- (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the 9 day of July, 2024.


Michael Heath Stephens

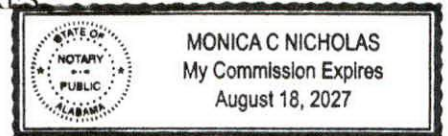
STATE OF ALABAMA
COUNTY OF MOBILE

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

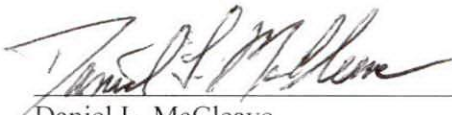
Given under my hand and official seal this the 9th day of July, 2024.

SEAL


NOTARY PUBLIC
MY COMMISSION EXPIRES:



[signatures continue on next page]


Daniel L. McCleave

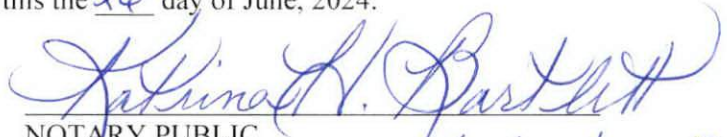
STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

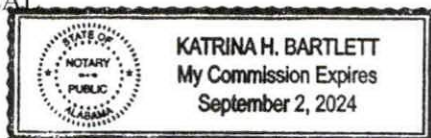
Nicki Patterson

STATE OF ALABAMA
COUNTY OF MOBILE

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

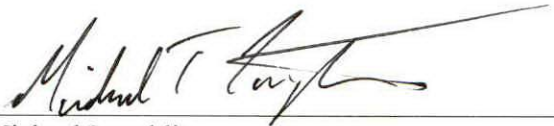
Given under my hand and official seal this the 26th day of June, 2024.

SEAL




NOTARY PUBLIC
MY COMMISSION EXPIRES: September 2, 2024

[signatures continue on next page]

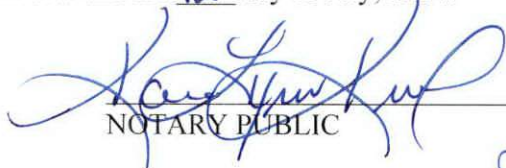

Michael Laughlin

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

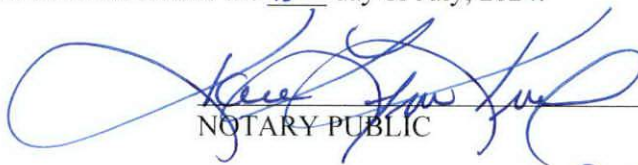

Caroline Wilson

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 12th day of July, 2024.

SEAL


NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-18-2027

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Michael Heath Stephens, Daniel L. McCleave, Nicki Patterson, Michael Laughlin and Caroline Wilson (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; and (b) AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2024.

MOBILE CITY COUNCIL

By: _____
Its: _____

[attestation to follow on next page]

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

Mobile City Clerk

365589

Property Details

Account	
Key Number:	753189
Legal Description:	COMMENCING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK ST AND PINE ST THEN RUN EASTERLY ALONG THE SOUTH RIGHT OF WAY OF SAID OAK ST 175 FT(S) TO THE POB. CONTINUE EASTERLY 90 FT(S) THEN SOUTH 86.9 FT THEN WESTERLY 90 FT(S) THEN NORTH 96 FT TO THE POB. LESS AND EXCEPT THAT PUBLIC RIGHT OF WAY FOR A 12 FT ALLEY.
Parcel Number:	2906400009030XXX
Type:	Real
Property Class:	2
Location	
Address:	1003 OAK ST MOBILE, AL 36604
Owner	
Name:	PELT RAYMOND & DEBORAH A PELT
Mailing Address:	1003 OAK ST MOBILE , AL 36604
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$28,000
Land Value:	\$27,000
Appraised Value:	\$55,000
Taxable Value:	\$55,000
Assessed Value:	\$11,000

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	COUNTY	20.500000	\$11,000	\$225.50
14	DIST SCHOOL	15.500000	\$11,000	\$170.50
14	CITY	7.000000	\$11,000	\$77.00
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$11,000	\$154.00
14	STATE	6.500000	\$11,000	\$71.50

Total Millage Rate: 63.500000

EXHIBIT "B"

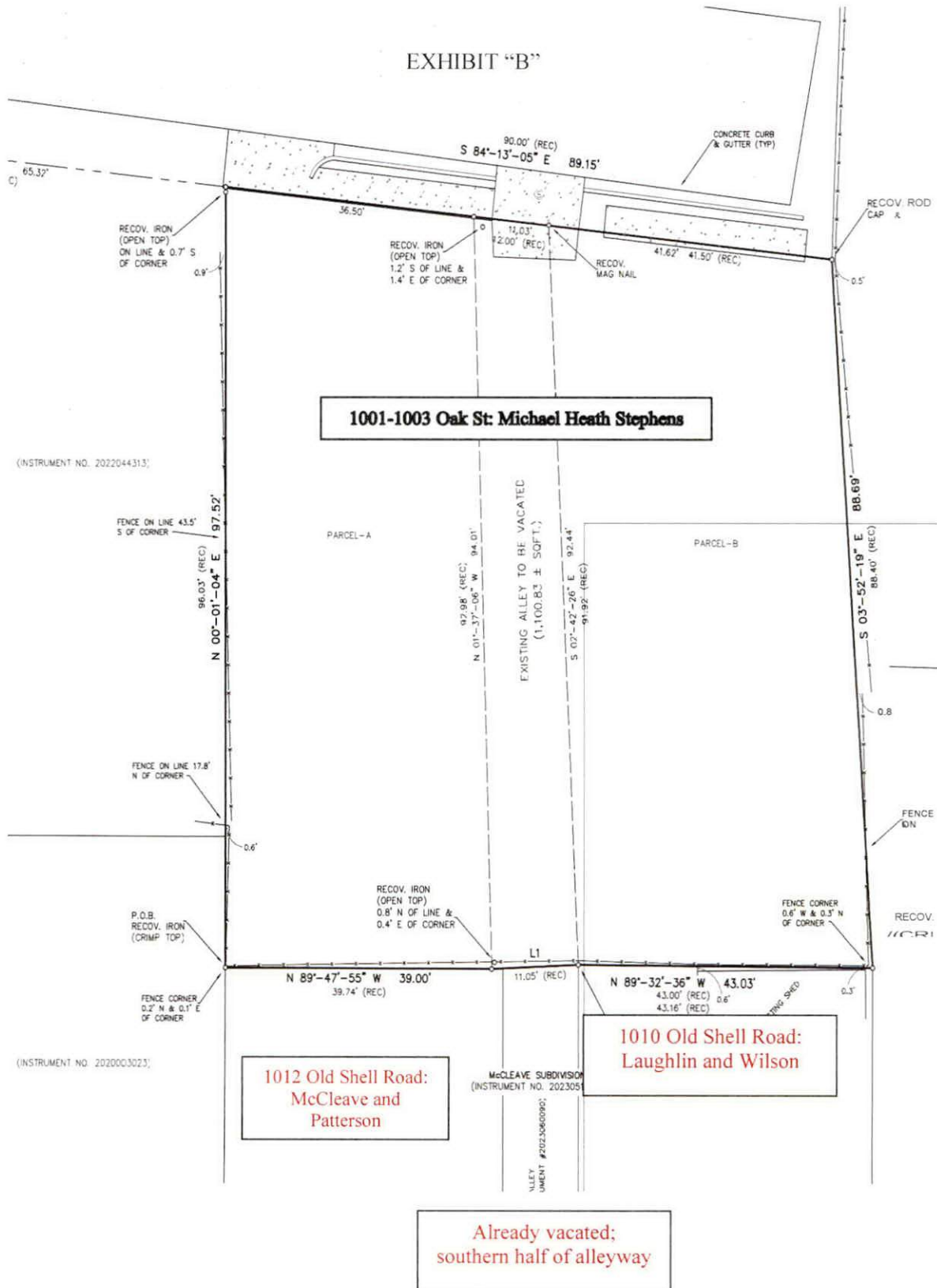


EXHIBIT "A"

WOLFES ALLEY / EXISTING ALLEY TO BE VACATED:

Commencing at the Northwest corner of Lot A, McCleave Subdivision, as recorded in Instrument No. 2024051658, Probate Court Records, Mobile County, Alabama; run South 89°-47'-55" East and along the North line of said Lot A, a distance of 39.00 feet to a point on the West line of an existing alley and the Point of Beginning of the property herein described; thence North 01°-37'-06" West and along said West line, 94.01 feet to a recovered iron (open top); said point being on the South line of Oak Street (40 foot right-of-way); thence South 84°-13'-05" East and along said South right-of-way line, 11.03 feet to a recovered mag nail; thence South 02°-42'-26" East and along the East side of said alley, 92.44 feet to a recovered iron crimp top; said point being on the North line of said McCleave Subdivision; thence South 87°-36'-49" West and along the North line of said subdivision, 12.69 feet to the Point of Beginning. Said property contains 1,100.83 square feet, more or less.

April 24, 2024

VIA ELECTRONIC MAIL

Attn: Kerri Renee Coumanis

Michael Stephens c/o Helmsing, Leach, Herlong, Newman & Rouse, PC

150 Government Street

Mobile, AL 36602

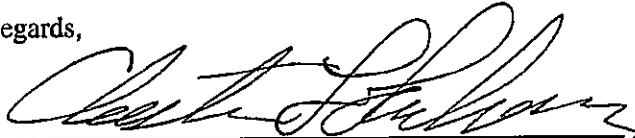
RE: Consent Requirement for Wolfe's Alley

Ms. Coumanis

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the McCleave Survey and examining the area labeled "Wolfes Alley (To Be Vacated)," I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location. As a result, we have no objection to the request to vacate.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 205-257-4843 or via email at cllachow@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

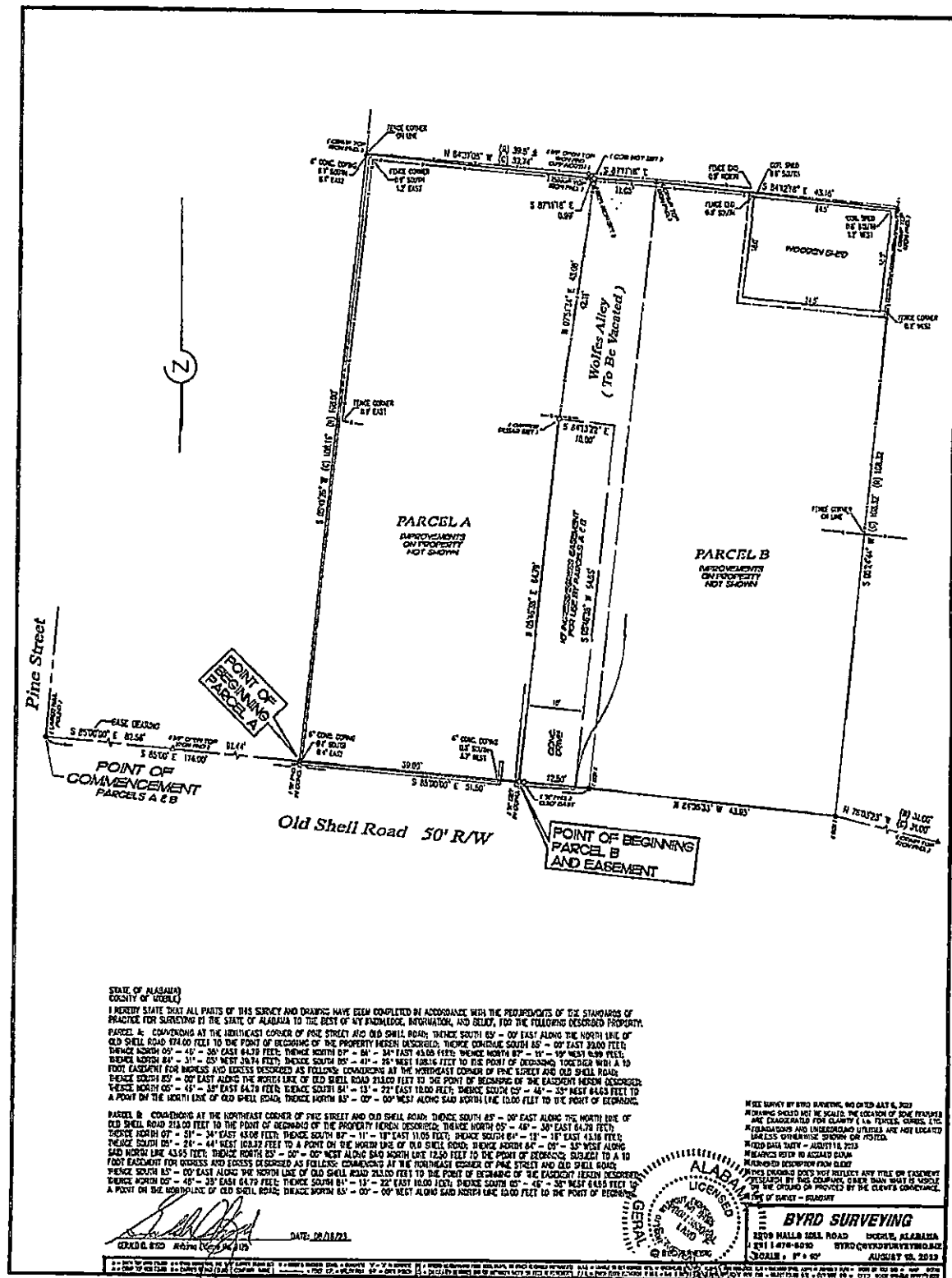


Chester Lachowicz

Corporate Real Estate

Land Acquisition

/Enclosure







Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

July 26, 2024

Helmsing Leach Attorneys At Law
P.O. Box 2726
Mobile, AL 36652

Re: Keri Coumanis

Vacation: Consent for alleyway vacation; remainder of Wolfe's Alley

Keri Coumanis,

In response to Helmsing Leach letter dated 07-23-2024 relative to the above referenced Remainder of Wolfe's Alley Vacate.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,


Alex Sammet (Aug 2, 2024 09:22 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: _____
RJ

Systems Planning Approval: _____
WM

Wolfe's Alley Vacate To Be Signed

Final Audit Report

2024-08-02

Created:	2024-07-26
By:	Dorman Chapman (dorman.chapman@spireenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiNgdhjW8ABzQ5Ba51p66mv5tTXWGP9RS

"Wolfe's Alley Vacate To Be Signed" History

-  Document created by Dorman Chapman (dorman.chapman@spireenergy.com)
2024-07-26 - 6:15:40 PM GMT- IP address: 63.246.12.132
-  Document emailed to Richard Jay (Richard.Jay@spireenergy.com) for approval
2024-07-26 - 6:16:18 PM GMT
-  Email viewed by Richard Jay (Richard.Jay@spireenergy.com)
2024-07-29 - 3:45:15 PM GMT- IP address: 104.47.51.126
-  Document approved by Richard Jay (Richard.Jay@spireenergy.com)
Approval Date: 2024-07-29 - 3:45:25 PM GMT - Time Source: server- IP address: 162.212.120.130
-  Document emailed to Wes Morrisette (wes.morrisette@spireenergy.com) for approval
2024-07-29 - 3:45:28 PM GMT
-  Email viewed by Wes Morrisette (wes.morrisette@spireenergy.com)
2024-07-29 - 3:56:10 PM GMT- IP address: 104.47.56.126
-  Document approved by Wes Morrisette (wes.morrisette@spireenergy.com)
Approval Date: 2024-07-29 - 6:07:56 PM GMT - Time Source: server- IP address: 63.246.12.132
-  Document emailed to Alex Sammet (alex.sammet@spireenergy.com) for signature
2024-07-29 - 6:08:15 PM GMT
-  Email viewed by Alex Sammet (alex.sammet@spireenergy.com)
2024-08-02 - 2:22:35 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Alex Sammet (alex.sammet@spireenergy.com)
Signature Date: 2024-08-02 - 2:22:44 PM GMT - Time Source: server- IP address: 75.243.42.130
-  Agreement completed.
2024-08-02 - 2:22:44 PM GMT



Adobe Acrobat Sign



April 24, 2024

Helmsing, Leach, Herlong, Newman & Rouse, P.C.
Ms. Keri R. Coumanis
Post Office Box 2767
Mobile, AL 36652

RE: Request to vacate the North Portion of an Alleyway (Approx. 11' x 54')
Located Adjacent to and East of 1003 Oak Street – Alley Connects Oak St
to Old Shell Rd. Section 22, T4S-R1W

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that we have an 8" diameter sanitary sewer main within the limits of the area to be vacated. Consequently, our agreement to vacate this right-of-way is contingent upon the requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

MOBILE AREA WATER AND SEWER SYSTEM

A handwritten signature in blue ink, appearing to read "D. Russell", is written over a horizontal line.

Daryl B. Russell, P.E.
Director of Planning and Market Development

cc: A. Tyree



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

April 16, 2024

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC

Dear Mrs. Coumanis,

This letter is written in response to your letter of April 11, 2024 wherein a request is made of AT&T for consent to the vacation of an alley between 1001 and 1003 Oak St, as described in the attached survey of August 13, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

From: [Rodriguez, Robert](#)
To: [Keri Coumanis](#); [Russell, Daryl B.](#); aldionne@mawss.com; [Lachowicz, Chester L.](#); brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Re: Consent for alleyway vacation; remainder of Wolfe's Alley
Date: Thursday, April 11, 2024 3:14:48 PM

Comcast is clear and consents to the vacation of this alley.

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Thursday, April 11, 2024 2:40:14 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com <aldionne@mawss.com>; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com <brad.sadler@att.com>; Valerie.Barrett@SpireEnergy.com <Valerie.Barrett@SpireEnergy.com>
Subject: [EXTERNAL] Consent for alleyway vacation; remainder of Wolfe's Alley

Good afternoon,

In July, 2023, all of the utilities included on this email consented to the vacation of the southern half of what is shown on old maps as "Wolfe's Alley." I have attached a survey of that portion of the alley way that was vacated. See McCleave Survey August 2023.

Now, there are new property owners to the north. These property owners now wish to vacate the north half of Wolfe's Alley. See 1001-1003 Oak St – tax map of north half of Wolfe's Alley.

Please send me your consent to this vacation at your earliest convenience, assuming there are no issues or concerns.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: October 29, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to 1001-1003 Oak Street, as per Resolution **VACATION RESOLUTION #** is hereby set at \$1,739.31.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION SCHEDULING PUBLIC HEARING TO DETERMINE
WHETHER THE DOWNTOWN MOBILE IMPROVEMENT DISTRICT
SHOULD BE CONTINUED, MODIFIED, OR TERMINATED

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to post the attached NOTICE OF PUBLIC HEARING to determine whether the Downtown Mobile Business Improvement District should be continued, modified, or terminated, in at least three (3) places within the geographic boundaries of the Downtown Mobile Business Improvement District, and to mail a copy of the attached Notice, along with any new district management plans, to each real property owner who paid assessments to the District during the previous year as certified by an officer of the district management corporation.

Adopted:

City Clerk

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL OF THE CITY OF MOBILE
TO DETERMINE WHETHER THE DOWNTOWN MOBILE
BUSINESS IMPROVEMENT DISTRICT SHOULD BE
CONTINUED, MODIFIED, OR TERMINATED

Notice is hereby given that the City Council of the City of Mobile will hold a public hearing commencing at 10:30 a.m. on the 29th day of October, 2024, for the purpose of considering whether the Downtown Mobile Business District should be continued, modified, or terminated. The public hearing will be held by the City Council in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

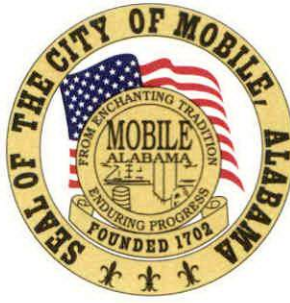
The public hearing is being held pursuant to the requirements of Code of Alabama Section 11-54B-58 and City Ordinance 50-039. At such time and place all person who desire shall have an opportunity to be heard on the question of whether the District should be continued, modified, or terminated.

After such hearing, the City Council may vote to continue, modify, or terminate the District.

This notice is published pursuant to a Resolution of the City Council of the City of Mobile adopted on 9th day of October, 2024.



CITY CLERK



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

NOTICE OF PUBLIC HEARING

The Mobile City Council. Will hold a Public Hearing to determine whether the Downtown Mobile Business Improvement District, established by act of the Council on May 10, 2005, should be continued, modified, or terminated after its expiration date of June 30, 2025.

The hearing will be held on **Tuesday, October 29, 2024**, at **10:30 a.m.**, in the Auditorium of Mobile Government Plaza at 205 Government Street.

A copy of the Management Plan for the period beginning July 1, 2025 and ending June 30, 2030 is included in this mailing. A copy is also available at the Office of the City Clerk, Mobile Government Plaza, South Tower, Ninth (9th) Floor, Mobile, Alabama 36644.

Lisa C. Lambert
City Clerk

NOTICE OF PUBLIC HEARING

The Mobile City Council. Will hold a Public Hearing to determine whether the Downtown Mobile Business Improvement District, established by act of the Council on May 10, 2005, should be continued, modified, or terminated after its expiration date of _____.

The hearing will be held on Tuesday, October 29, 2024, at 10:30 a.m., in the Auditorium of Mobile Government Plaza at 205 Government Street.

A copy of the Management Plan for the period beginning _____ and ending _____ is included in this mailing. A copy is also available at the Office of the City Clerk, Mobile Government Plaza, South Tower, Ninth (9th) Floor, Mobile, Alabama 36644.



Lisa C. Lambert
City Clerk

RESOLUTION DETERMINING THE CONTINUATION OF THE DOWNTOW MOBILE BUSINESS IMPROVEMENT DISTRICT

Sponsored by: Councilman William Carroll

WHEREAS, on May 10, 2005, the City Council of the City of Mobile adopted Ordinance No. 50-039 to establish the Downtown Mobile Business Improvement District pursuant to and in accordance with Title 11, Chapter 54B, of the Code of Alabama; and,

WHEREAS, Section 13(a) of the Ordinance provides that within ninety (90) days after the adoption and approval of the fifth annual budget for the District, the City Council of the City of Mobile shall set a hearing to determine whether the District should be continued, modified, or terminated; and,

WHEREAS, notice of the date, place, and time set for the hearing has been posted in at least three places within the District, and notice of the hearing and a copy of the new District Management Plan have been mailed to the owners of real property within the District, as required by Section 13(b) of the Ordinance; and,

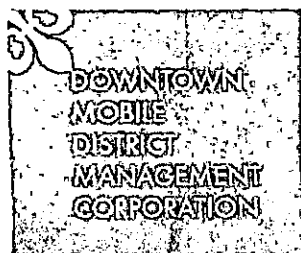
WHEREAS, on October 29, 2024, the City Council conducted the public hearing required by Section 13(a) to determine whether the District should be continued, modified, or terminated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that having conducted the hearing required by the Ordinance, the City Council determines that the District shall be continued.

BE IT FURTHER RESOLVED that the District shall continue to be governed by the Ordinance, and that within ninety (90) days after the adoption of the fifth annual budget during the continued term of the District, the City Council of the City of Mobile shall set a hearing as required by the Ordinance to determine whether the District should be further continued, modified, or terminated.

Adopted:

City Clerk



September 4, 2024

Via Email

Ms. Lisa C. Lambert
City Clerk
Post Office Box 1827
Mobile, Alabama 36633-1827

RE: Public Hearing Request

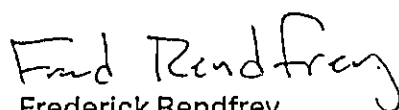
Dear Ms. Lambert,

According to SB 146, the legislation that allows Class 2 municipalities to create "Self Help Business Improvement Districts", the city council has 90 days from the adoption of the sixth annual budget to set the date of the hearing to determine the continuation of the district. The sixth annual budget was adopted on July 31, 2024, by the board of the Downtown Mobile District Management Corporation according to the established procedures for doing so. Therefore, the city council must set the date of the public hearing on or before October 31, 2024.

We are requesting that at the city council meeting of September 17, 2024, the city council set a hearing for October 29, 2024, to determine the continuation of the district. I have attached a copy of SB 146 and city ordinance 50-039 for your reference.

Please call me if you have any questions regarding this request.

Respectfully,


Frederick Rendfrey
Interim President & CEO

FR/sc

attachments

CHAIRMAN OF THE BOARD
MATT LEMOND

210 Dauphin Street, O'Day's Irish Pub
IMMEDIATE PAST CHAIRMAN
STEVEN MCMAHON
OSIC LLC

VICE CHAIRMAN FOR ECONOMIC DEVELOPMENT
ELLIS BRIDGES

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Figures Investments Inc.
SECRETARY

HARRIS OSWALT
Harris Engineers & Constructors

DIRECTORS

STEPHEN ALBERT
Mattress Factory Loft

BILL APPLING
St. Joachim Street Properties

BERTHA BOATMAN
Amber Consulting

THE HONORABLE RANDALL DUEIT
Mobile County Commission

CHRIS ESFELLER
Regions Bank

GRAYSI GARTMAN
MCG Workforce Solutions LLC

MARGO GILBERT
The Bario House Hotel

JOHN GOODLOE
Parkview Plaza, LLC

MARQUES IVY
PNC

KEVIN LOPER
Roberts Brothers

LOUIS MAISEL
Adams Street Property

RICHARD STIMPSON
Leavell Investment Management

JOSEPH P. TOOLE
The Retirement Systems of Alabama

CLAY TURNER
Turner Properties

MAYOR DESIGNEE

MATT ANDERSON
City of Mobile

HONORARY DIRECTORS

SAM COVERT
APCO, Retired

TYRONE FENDERSON
Synexus

COOPER THURBER
Phelps Dunbar LLP